

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: SERVICES FOR THE IMPLEMENTATION AND MAINTENANCE OF A UNIT DOSE MEDICATION SYSTEM

CONTRACT No.: OT909409*

EFFECTIVE DATES: 07/01/09 to 06/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904909 that opened on 06/03/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF VETERANS' SERVICES, 3416 COLUMBUS AVENUE, SANDUSKY, OH 44870 (SERVICES PERFORMED AT GEORGETOWN FACILITY), as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB
gayle.blankenship@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

*Bid was advertised under OT904909 in error. The number should have read OT909409 and will be reflected as such upon award of this Contract.

Signed: _____
Hugh Quill, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive.

For specific submission requirements, Bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the Bid response and those other submissions that should be submitted with the Bid response, but which do not become mandatory until requested during the Bid evaluation period.

SITE VISIT: Prior to submitting their Bid response, the Bidder may visit the agency(ies) they are Bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact Pharmacy Operations Manager at (419) 625-2454. Once a Contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the Bid will be insufficient reason to support any request to be released from the Contract.

TRANSPORTATION CHARGES: The Contractor will be responsible for all travel and/or transportation charges incurred in the delivery of material and/or services specified herein.

SUBMISSION OF INVOICES: The Ohio Veterans' Home Agency's facility in Georgetown, Ohio (hereinafter "OVH-G") will be responsible for payment of all charges pursuant to this Contract. One invoice will be submitted each month. Itemized invoices are to be sent monthly to: Ohio Veterans Home Georgetown, Finance Office, 2003 Veteran's Blvd, Georgetown Ohio 45121. Invoices will indicate any charges that are incurred for the management of the pharmacy systems for the Ohio Veteran's Home Georgetown. Invoices for pharmacy services shall state a cost per bed based on the prior month's average resident census. The average census days are determined as follows: Total number of inpatient days divided by therapeutic leave days and then multiplied by the number of days of the month.

RETURNS: The Contractor will pick up any drugs, including damaged drugs that need to be returned to the Contractor, from OVH-G at the time normal deliveries are made. Returns shall be credited on the billing for the same month the actual return is made. Credits shall be applied in an amount equal to the original per unit charge.

FORMULARY DRUGS. Formulary drugs are to be used to the greatest extent possible except when otherwise indicated by the OVH-G Medical Director and the Pharmacy Operations Manager. Any questions arising out of formulary discrepancies will be forwarded to the OVH Agency Pharmacy Operations Manager immediately at 419-625-2454 ext 1270. All requests for non-formulary drugs by a resident or family member shall be at their expense. A list of formulary drugs will be made available upon request.

NOTICE TO ALL BIDDERS: A complete and current drug formulary list can be obtained by calling Ohio Veterans' Home Administration (OVHA) Pharmacy Operations Manager at (419) 625-2454 x 1270. It is the Bidder's responsibility to obtain this list prior to Bidding. Failure of the Bidder to have requested this information will be insufficient reason to support any request to be released from the Contract.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Failure to Bid all items may result in the Bidder being deemed not responsive.

CONTRACT RENEWAL: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time by agreement. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the cost per month per bed by the estimated monthly usage to get the monthly costs and multiply that total by twelve (12) for each year of the Contract. The sums of all years will be added together to get the estimated Contract cost.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUBSCRIPTIONS: The successful Contractor shall be responsible for maintaining subscriptions for needed reference materials and texts required by law.

PRESCRIPTION COSTS: The database for the Ohio Veterans' Home Pharmacy Operations Manager will maintain costs of prescriptions.

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first twelve (12) months duration of the Contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the Contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (i.e. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise in unit quantity(s) as indicated in the Bid/Bid response/Contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid response.

AFFIRMATIVE ACTION PLAN: All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://www.das.ohio.gov/Eod/AAPV.htm>.

REFERENCES: Bidder must provide with their Bid at least four (4) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. The references must include the annual dollar amount of the Contract, and the type(s) of services performed.

Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall only be permitted when approved by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc. and responsible business contacts therein. No Contractor shall engage a subcontractor for work on State property without the prior written approval of the program supervisor.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

This Bid is solicited to secure the services of a fulfillment Contractor to reduce the administrative and economic burden for the Ohio Veterans' Home Georgetown (OVH-G). The OVH-G is a four (4) unit 168 bed facility located at 2003 Veterans Boulevard, Georgetown, OH 45121 in Brown County. The Contractor will provide for the procurement of drugs, stocking of inventory, packaging of unit dose medications and delivery to the OVH-G. The Contractor must be licensed through the Ohio State Board of Pharmacy and have an Ohio Terminal Distributor of Dangerous Drug License.

II. APPLICABLE DOCUMENTS

The latest revisions of the following documents, in part or full, shall apply.

- A. Ohio Revised Code, Chapter 3715, Pure Food and Drug Law
- B. Ohio Revised Code, Chapter 3719, Controlled Substances
- C. Ohio Revised Code, Chapter 4729.51 through 4729.55, Terminal & Wholesale Distributors of Dangerous Drugs
- D. Code of Federal Regulations, Title 21 (38CFR21)
- E. Food, Drug, and Cosmetic Act
- F. Robinson-Patman Act
- G. Approved Prescription Drug Product

III. REQUIREMENTS

- A. The Contractor must assist in obtaining the necessary licensure to provide the required services as stipulated herein. The Contractor must maintain a licensed responsible pharmacist.
- B. The awarded Contractor must have the necessary facilities to set up and operate up to a thirty-one (31) day unit dose medication system for the Ohio Veterans Home.
- C. The awarded Contractor shall be properly licensed and function within established federal and state standards and guidelines, assuming all responsibility and liability for all pharmaceutical equipment and services listed herein.
- D. The Contractor shall maintain OVH-G's inventory and equipment in a separate partitioned area isolated from the rest of the Contractor's facility.
- E. The Contractor will order medications, contained on the OVH Formulary from the VA prime Contractor pursuant to the provisions of the shared purchase agreement on file with the VA of jurisdiction. OVH Georgetown will be responsible for the costs of the medications. The Contractor will be responsible for an annual inventory pursuant to Ohio law.
- F. The Contractor will utilize the equipment and software of the Ohio Veteran's Home Network. The Contractor and their employees will be responsible for all rules and regulations regarding the use of equipment put forth by the Ohio Veteran's Home Network and the State of Ohio. Any misuse (including, but not limited to) such as misuse of phones, equipment, etc, may cause termination of the Contract and legal action.
- G. The Contractor will maintain all security and separate inventory as required by law.
- H. The Contractor will not be responsible for furnishing intravenous medications to OVH-G.
- I. The Contractor will maintain an intravenous fluids rooms and its contents according to federal, state, and local laws. These fluids will be manufactured premixed fluids, ready for administration.

SPECIFICATIONS AND REQUIREMENTS (Cont'd)

IV. EQUIPMENT

The Contractor will maintain, during the duration of the Contract, all items owned by the Ohio Veteran's Home Network.

- A. Unit Dose Packaging Machine: OVH-G will provide and maintain minimum of one (1) unit dose packaging machine capable of packaging the thirty-one (31) day unit dose medication system required.
- B. Unit Dose Packaging: OVH-G will furnish all thirty-one (31) day unit dose packing material needed by the Contractor.
- C. Personal Computer and Software: OVH-G will furnish the Contractor with a personal computer loaded with the necessary software to maintain all records required of the Contractor.
- D. Fax Machines: OVH-G will provide a total of one (1) fax machine for their operation, installed in the pharmacy and owned by OVH-G, capable of processing immediate telephonic communications of written prescriptions and physicians orders. Maintenance and repairs are the responsibility of The Ohio Veteran's Home Network. Office Supplies including paper and toner for the fax machine are the responsibility of the Contractor.
- E. Medication Carts: Medication Carts are the responsibility of the Ohio Veteran's Home-Georgetown.
- F. Cardex Notebooks: Sufficient notebooks, dividers and pull tabs to accommodate medication administration records and treatment records for each nursing station will be supplied by The Ohio Veteran's Home Georgetown.
- G. Contingency Drug Supply Kits: One kit, to be stored in the house supervisor's office. The contents of each kit shall be determined by consensus of the OVH Pharmacy Operations Manager, Medical Director of OVH-G, and OVH-G Director of Nursing. The review of outdates of this supply will be maintained by the OVH-G nursing staff.
- H. The Contractor shall be responsible for all injuries or damages that arise from the use of state equipment for the intended use of said equipment. The Contractor shall be responsible for all injuries and/or damages that arise out of the misuse of state owned equipment. The Contractor shall be responsible for any and all injuries and/or damages arising out of the delivery of products to OVH-G.

V. SERVICES

The Contractor shall provide all required services at the Ohio Veteran's Home Georgetown as stipulated herein.

- A. Fill all prescriptions within the established formulary and check for potential adverse interactions, or other irregularities prior to dispensing. Provide assistance to the Ohio Veterans Home Network Pharmacy Operations Manager in updating the established formulary.
- B. The database for ancillary orders will be primarily maintained by the OVH-G nursing staff. The Contract pharmacy will assist in maintaining the database and will be responsible for allergy information.
- C. Assist with in-services to the nursing staff that may include updates on changes in State and Federal regulations.
- D. Maintain records of all drug transactions regarding OVH-G nursing home, as required by law.

SPECIFICATIONS AND REQUIREMENTS (Cont'd)

- E. Work in conjunction with the medical staff, Director of Nursing, and OVH Network Pharmacy Operations Manager to provide input for pharmacy related decisions. The Contractor may be asked to attend pharmacy and infection control committee meetings in the absence of the Pharmacy Operations Manager.
- F. Provide input on policy and procedures and updates to the OVH Quality Assurance Department.
- G. Maintain a patient profile on each resident based on available drug history and current therapy. The profiles will be made available to the attending physicians, and will contain at least pertinent resident information, current medications, and any drug allergies.
- H. Hours of availability will be determined and mutually agreed to based on the needs of OVH-G and the operations of the pharmacy. At minimum, the Contractor shall be available during business hours Monday through Friday.
- I. The Contractor shall be responsible to establish a line of communication with the OVH staff to maintain and monitor drug transactions from medications dispensed by the OVH-G and the Department of Veterans Affairs (i.e. non-unit dose items, powders, ointments, VA drugs, etc.).
- J. Provide input on antibiotic review, based on cultured sensitivities, cost analysis, and make recommendations for a therapeutic regimen when needed.
- K. Provide the services of a pharmaceutical technician at the Ohio Veterans Home Georgetown as needed.
- L. Provide the services of a registered pharmacist at the Ohio Veterans Home Georgetown as needed.
- M. Discrepancies and/or misuse or abuse shall be reported immediately to the Pharmacy Network Operations Manager, the Director of Nursing (Georgetown), and the Nursing Home Administrator (Georgetown).
- N. Assure destruction of all legend (including controlled) drugs are done in accordance with the Ohio Revised Code, the Ohio Administrative Code, Ohio Board of Pharmacy rules and regulations, and Drug Enforcement Agency rules and regulations.

VI. DRUG DELIVERIES AND REQUIREMENTS

- A. The Contractor shall be required to deliver drugs to the house supervisor's office of the OVH Georgetown. The Contractor shall assume full responsibility and liability for the delivery to and from OVH-G.
- B. The Contractors shall provide the nurse accepting delivery with a copy of the proper identification indicating the name of the resident, name and strength of drug, and the quantity delivered.
- C. The Contractor shall deliver drugs in a suitable container as standard to the industry, to insure a safe, undamaged delivery to the OVH supervisor's office.
- D. The Contractor is responsible to deliver maintenance drugs and emergency orders on a daily basis, Monday through Friday. On occasion, Saturday hours may be requested, if available from the Contractor. At minimum, Monday through Friday hours are required.
- E. Change in Source(s): The successful Bidder shall not change, unless approved by the State in writing, the manufacturing source(s) from which they specified in their Bid. Failure to comply with this requirement may subject the resulted Contract to cancellation.

SPECIFICATIONS AND REQUIREMENTS (Cont'd)

- F. Expiration Date: All products must be current manufacture. The expiration period of the drug, if any, shall exceed one (1) year from prescribed date. The state will not accept any drug product that is not labeled with an expiration date unless the product in question is specifically exempted by Federal statute 21 CFR 211.137.

The expiration period for pharmaceuticals that are packaged for unit dose shall not exceed one (1) year from packaged date, unless otherwise specified by law. The State will not accept any drug product that is not labeled with an expiration date unless the product in question is specifically exempted by federal statute.

- G. Upon request, provide current Material Safety Data Sheets (MSDS) and/or drug information on all applicable supplies and medications.
- H. The Contractor will maintain a system of rotating the inventory in a "First in, First out" system.
- I. The Contractor shall be responsible for any and all injuries and/or damages arising out of the delivery of products and/or services to OVH-G.
- J. The Contractor shall be responsible for any and all injuries and/or damages arising out of the delivery of products and/or services to OVH-G.

VII. RESPONSIBILITY OF THE STATE

- A. The State shall be responsible for all damages caused by OVH staff and residents on the Contractor provided equipment.
- B. The State shall be responsible for the security of all drugs once delivered to the nursing home, to include monitoring and proper storage.
- C. In the event any drugs become misplaced or missing once delivered, the State shall be liable.
- D. The Contractor shall be liable for all injuries and/or damages that arise out of the misuse of State owned equipment and/or damages arising out of the delivery of products to OVH-G.
- E. The number of beds shall be determined by dividing the total number of inpatient days by the therapeutic leave days, and then multiply the number of days of the month to arrive at a total.

PRICE SCHEDULE

ITEM NUMBER: 9029

Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the cost per month per bed by the estimated monthly usage to get the monthly costs and multiply that total by twelve (12) for each year of the Contract. The sums of all years will be added together to get the estimated Contract cost.

DESCRIPTION	ESTIMATED MONTHLY USAGE	COST PER BED PER MONTH	
Provide for the procurement of drugs, stocking of inventory, packaging of unit dose medications, delivery of same, all required record keeping, provide the services of a pharmacist and pharmaceutical technician.	126 Based on current census (Maximum capacity is 168 beds)	\$ 70.00	07/01/09-06/30/10
		\$ 72.50	07/01/10-06/30/11
		\$ 75.00	07/01/11-06/30/12

NOTE: All invoices should reflect the census count at the time of billing. The average census days are determined as follows: Total number of inpatient days divided by therapeutic leave days and then multiplied by the number of days of the month. Based on the availability of funding, it is possible that the Ohio Veterans Home census may increase or decrease during the Contract period. The number of beds allotted for the OVH-G is 168. This Bid will be based on the cost/bed to supply pharmacy services to OVH-G.

OHIO LICENSE: All Bidders must hold a current Ohio Terminal Distributor of Dangerous Drugs License if the products offered are dangerous (legend) drugs. Enter your Ohio Terminal Distributor of Dangerous Drugs License Number and Expiration Date below and attach a copy of the your Ohio license in the designated area. For more information call (614)466-4143.

Ohio Terminal Distributor of Dangerous Drugs License Number: 020761350

Expiration Date: 12/31/09

NOTICE TO ALL BIDDERS: A complete and current drug formulary list can be obtained by calling Ohio Veterans' Home Administration (OVHA) Pharmacy Operations Manager at (419) 625-2454 x 1270. It is the Bidder's responsibility to obtain this list prior to Bidding. Failure of the Bidder to have requested this information will be insufficient reason to support any request to be released from the Contract.

COST ALLOCATION:

Bidder should indicate the breakdown of cost by the percentage of cost for fuel, labor and equipment/supplies. Failure to provide this breakdown may prevent any future price increases as allowed by the Contract.

Labor Cost	Fuel Cost	Facilities Cost	Equipment Cost	Administrative Cost	Other (Explain)
79%	3%	4%	0%	14%	0%

Total must equal 100%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT909409-1(06/30/2012)



Contractor OAKS ID# 7059
Local Office:

Erickson Consulting, LLC
2847 Little Dry Run Road
Cincinnati, OH 45244

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Dale Erickson

Telephone: (937) 446-2545
Toll Free: (800) 284-8741
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