

Board of County Commissioners of the County of Burlington



REQUEST FOR PROPOSALS

For

PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY (RFP-26-0074)

Enclosed are the specifications, terms, and conditions.

PROPOSALS DUE: **NOVEMBER 5, 2026 AT 10:30 A.M. (local time)**

SUBMIT PROPOSALS AT: [BURLCOBIDS.IONWAVE.NET](https://burlcobids.ionwave.net)

Phone: 609-265-5012
Fax: 609-265-5438
Website: www.co.burlington.nj.us
Email: Purchasing@co.burlington.nj.us

IMPORTANT

NOTICE TO ALL PROPOSERS:

The County of Burlington seeks proposals for the provision of goods/services per the specifications.

All proposals shall be submitted electronically at <https://burlcobids.ionwave.net>. The County shall not accept any proposal submissions via email, fax, courier, mail, or in-person delivery. Any physical proposals delivered will be returned to the sender unopened.

The County is not responsible for any proposal not submitted on time. The County is not responsible for any internet or electronic issues that may include, but not be limited to, connection issues, technical difficulties, errors, power outages, etc.

The Division of Purchasing's public office hours are Monday through Friday from 9:00 A.M. to 4:00 P.M. (local time), County holidays excluded.

All solicitations are subject to change. It is the responsibility of the vendor to check the website for any future addenda, revisions, etc. prior to the opening date. Failure to do so could result in rejection of your proposal submission.

Proposal documents and forms must be downloaded and submitted (as applicable) in the original PDF format. Any proposal modified from the original format will not be accepted.

Commodity Code – 270-25

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RFP CHECKLIST

Items labeled as MANDATORY are due at the time of proposal submission.

Failure to submit this information by the deadline may result in the automatic rejection of your proposal.

TITLE	SECTION		PROPOSER CHECK OFF
Proposal Form w/Signature Page (MANDATORY)	2.00	(submit electronically under "Response Attachments")	_____
Acknowledgement of Addenda Certification (if issued by the County) (MANDATORY)	3.06	(submit electronically under "Attributes")	_____
Non-Collusion Certification (MANDATORY)		(submit electronically under "Attributes")	_____
Anti-Discrimination Agreement (MANDATORY)	3.16	(submit electronically under the "Attributes")	_____
Statement of Ownership Disclosure (MANDATORY)	3.22	(submit electronically under "Attributes")	_____
Disclosure of Investment Activities in Iran Form (MANDATORY)	3.40	(submit electronically under "Attributes")	_____
Equal Employment Opportunity Questionnaire (MANDATORY)	3.17	(submit electronically under "Attributes")	_____
Qualification Questionnaire & Vendor Information Sheet (MANDATORY)		(submit electronically under "Attributes")	_____
Resumes, Licenses, Certifications, and other documentation for pharmacist(s) who will dispense drugs (MANDATORY)	1.05	(submit electronically under "Response Attachments")	_____
Listing of similar contracts held or being serviced during the past five (5) years (MANDATORY)	1.05	(submit electronically under "Response Attachments")	_____
Hold Harmless/Indemnification Agreement	4.01	(submit electronically under "Response Attachments")	_____
Certification Of Non-Involvement in Prohibited Activities In Russia or Belarus	3.42	(submit electronically under the "Response Attachments")	_____
Statement from Insurance Broker	1.03	(submit electronically under "Response Attachments")	_____
New Jersey Business Registration Certificate or 501C3 Certificate	3.36	(submit electronically under "Response Attachments")	_____
W-9, Request for Taxpayer Identification Number & Certification	3.38	(submit electronically under "Response Attachments")	_____
Contract Form	5.00	(sign and attach appropriate form electronically under "Response Attachments")	_____
Corporate	5.01		_____
Partnership	5.02		_____
Individual	5.03		_____

COUNTY OF BURLINGTON, NEW JERSEY

1.00 TECHNICAL SPECIFICATIONS

1.01 INTENT

The Board of County Commissioners of the County of Burlington intends to award a contract for services described in the Request for Proposals (RFP) titled "PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY" (RFP-26-0074) using the competitive contracting process as set forth in N.J.S.A. 40A11-4.1, et seq.

Sealed proposals will be received by the Division of Purchasing for the County of Burlington at:

BURLCOBIDS.IONWAVE.NET

NOVEMBER 5, 2026 AT 10:30 A.M. (local time)

at which time said proposals will be publicly received and recorded.

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the best pricing and other proposal requirements.

The successful proposal shall become a part of the signed contract upon award.

The County shall be the sole judge concerning the merits of all proposals submitted.

1.02 PRE-PROPOSAL CONFERENCE & DEADLINE FOR QUESTIONS

An in-person pre-proposal conference is currently scheduled for the Request for Proposals (RFP) on **October 14, 2026 at 10:00 a.m. (local time)**. The pre-proposal conference shall take place in the Commissioner's Board Room located at 49 Rancocas Road, 1st Floor, Mount Holly, NJ 08060. Attendance by prospective proposers is recommended but NOT mandatory.

Proposers shall visit the solicitation at **BURLCOBIDS.IONWAVE.NET** to submit all questions. All questions shall be submitted under the "Questions" tab. **Questions received after the deadline specified herein shall not be answered by the County.**

*****THE DEADLINE FOR QUESTIONS IS OCTOBER 19, 2026 at 5:00 P.M. (local time)*****

1.03 INSURANCE REQUIREMENTS (THE COUNTY RECOMMENDS YOU SEND THIS SECTION TO YOUR INSURANCE BROKER)

The Proposer/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate.
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit.
3. All statutory workers compensation and employer liability coverage required to be held by law.
4. Professional Liability (Errors & Omissions) coverage with limit of one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) annual aggregate.
5. Sexual Misconduct Liability coverage with a limit of one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) aggregate.
6. Cyber Security and Privacy Liability coverage with limit of one million dollars (\$1,000,000) for each occurrence or claim. Cyber Security and Privacy Liability coverage to include liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, personal identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers. Coverage shall further include notification costs, credit monitoring and other expert services, regulatory fines and defense costs; network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks; and liability arising from the introduction of a computer virus into or otherwise causing damage to vendor or County's computer systems, network or similar related property data, software and programs thereon.

Within ten (10) working days of the Notice of Intent to Award Contract, the Proposer/Contractor shall provide the County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of County Commissioners of the County of Burlington as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Board of County Commissioners of the County of Burlington is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be affected by the giving of notice to the insured and the Board of County Commissioners of the County of Burlington by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of County Commissioners.

During the term of the contract, it shall be the responsibility of the Proposer/Contractor to provide the County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition

precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these proposal specifications, the proposal will be accepted, and a signed contract and a purchase order will be forwarded to the successful proposer.

The Proposer/Contractor must secure a statement from their insurance broker stating that they will, upon successful award of this proposal to their client, supply the proposer with insurance in the limits as required by this proposal.

STATEMENT FROM INSURANCE BROKER: Each proposer should include with their proposal a statement from the Proposer's/Contractor's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the Proposer/Contractor with insurance in the types and amounts required by these specifications.

1.04 COUNTY REPRESENTATIVE

The County's representative is:

Teechey Blango, Warden/Jail Administrator
Department of Corrections
County of Burlington
54 Grant Street
Mount Holly, New Jersey 08060
Phone: 609-265-5112
E-mail Address: tblango@co.burlington.nj.us

The person named above is designated as the County's representative for this proposal and will be the point of contact for performance and payment after execution of the contract. The Division of Purchasing is responsible for all contract administration matters.

1.05 ELIGIBILITY OF PROPOSER

Proposals for the service will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Each Proposer shall provide a listing of similar contracts held or being serviced during the past five (5) years. Proposers should provide this information as an attachment to the proposal under the "Response Attachments" tab at time of proposal submission.

All Proposers shall provide documentation of the licensed pharmacist(s) who will dispense the drugs during the term of this contract with the proposal.

The pharmacy shall be licensed and in good standing with all applicable Federal, State and Local authorities and regulations (to include New Jersey Department of Health and the New Jersey Board of Pharmacy).

The Pharmacy should provide a copy of a current operating license from the State of New Jersey with the proposal; however, the license shall be provided prior to final award.

All licenses required to provide the contract services shall be valid and in good standing at the time of proposal submission. The Successful Proposer shall keep said licenses valid and in good standing for the contract term.

Proposers shall demonstrate relevant staff qualifications, including education, experience, and training, of all persons who would be assigned to provide services to the County. This includes resumes, names, and titles.

Proposers shall list at least **three (3) references** for work performed within the past five (5) years which is relevant and similar to the services outlined in these specifications. Proposers shall provide their references in the Qualification Questionnaire under the "Attributes" tab within the solicitation on the County's electronic procurement system at burlcobids.ionwave.net.

Proposers responding to this Request for Proposals (RFP) must have relevant experience, knowledge, and qualifications for the performance of the services outlined in these specifications. The County may require proposers to demonstrate any services described in their qualifications prior to award.

1.06 EVALUATION AND RANKING METHODOLOGY

All proposals shall be evaluated and ranked using the following criteria:

- A. MANAGEMENT CAPABILITY** (30 Points): Qualification and experience of personnel, including employee and management credentials. Proposer's history and experience in performing similar work.
- B. TECHNICAL CAPABILITY** (40 Points): Proposer's readiness and capacity to meet the requirements of the specifications and the County's needs. Agency's ability to deliver scope of services according to the RFP specifications, including but not limited to availability of personnel, facilities, equipment and other resources. Quality and appropriateness of the agency's proposed delivery of services.
- C. COST RELATED CRITERIA** (30 Points): reasonableness of cost proposal and pricing plan. The County shall reimburse the Successful Proposer for the cost of medication. Proposers shall outline in detail their plan and approach to ensure that the County will receive the most advantageous discount pricing on medications throughout the contract period. **The Proposer's pricing plan will be heavily weighted in the evaluation and scoring process.**

All proposals will be evaluated by an RFP evaluation committee assembled by the County of Burlington. The evaluation will be based on the criteria detailed above. The County's goal is to select the proposal that best meets the goals and requirements of the RFP, and is most advantageous to the County, price and other factors considered.

Each of the categories below shall be scored by the RFP evaluation committee members. The County has assigned point values or weightings to each category for a total of one hundred (100) points. The highest-ranking proposer(s) may be invited to an interview and/or presentation as part of the final selection.

The County reserves the right to select the proposer that best meets the needs of the County. While cost will be considered, it will not be the only criterion to be considered by the County.

The County of Burlington reserves the right to:

- a. Withdraw this RFP at any time without prior notice. The County makes no representation that any contract will be awarded to any offer responding to the RFP.
- b. If the proposals received are deemed non-responsive, the County reserves the right to reissue the RFP.
- c. Assess the qualifications of all proposers that submit a proposal.
- d. Verify all information contained in the proposal.
- e. Request clarification of information submitted by proposers and request additional information from any proposer as permitted by law.
- f. Conduct interviews, if deemed necessary

- g. Reject any or all proposals in accordance with the applicable laws and regulations.
- h. Waive any minor informalities or irregularities consistent with applicable law.

Final results shall be determined by the County Purchasing Agent, County Solicitor or County Administrator in a report to the Board of County Commissioners. This report shall be available for public inspection at least forty-eight (48) hours prior to an award of contract or when made available to the governing body, whichever is sooner. **The County shall NOT be obligated to explain the results of the evaluation process to any proposer.**

1.07 TECHNICAL SPECIFICATIONS

IMPORTANT NOTE: All documents, forms, and any submissions required by these specifications shall be submitted on the County's e-procurement platform for this RFP solicitation at <https://burlcobids.ionwave.net>. The proposer awarded the contract shall be known as the "Successful Proposer". Proposers responding to this Request for Proposals (RFP) must have relevant experience, knowledge, and qualifications for the performance of the services outlined in these specifications.

The Burlington County Department of Corrections (BCDOC) seeks proposers under this Request for Proposals (RFP) to provide pharmacy services for its inmate population at the Burlington County Correctional Facility.

GENERAL INSTRUCTIONS & SCOPE OF SERVICES

A. Historical Data

Proposers shall review the information included in Appendix A. The Appendix includes a sample of usage from December 2024 to March 2026. The information provided in Appendix A shall not be interpreted as a guarantee of future requirements or usage by inmates.

B. Service Specifications

The Successful Proposer shall furnish the services as outlined and required per this solicitation for the Burlington County Correctional Facility.

Correctional Facility address: 54 Grant Street
Mount Holly, NJ 08060

C. Daily Patient Dose Medication

Burlington County houses only adult male inmates. Female adult inmates and juveniles are not housed by Burlington County. The Successful Proposer shall only provide services for those inmates housed in the Burlington County Correctional Facility.

On average, there are approximately 300 inmates at the County's correctional facility daily. Medications for non-psychiatric illnesses are prescribed by a contracted physician (internist). Psychiatric medications are prescribed by a psychiatrist. The Successful Proposer must provide both legend and over the counter medications.

Services required shall be in the form of a written prescription via electronic submission from the Burlington County Correctional Facility. Delivery of filled prescriptions is required within twenty-four (24) hours of receipt of prescription.

IMPORTANT NOTE: Any Pharmacy database used by the Successful Proposer must be able to communicate with the County's medical provider's Electronic Medical Record (EMR) system.

Drugs may be substituted only after approval and confirmation by the County.

The Successful Proposer should make every effort to provide generic, or the least

expensive alternatives, to brand name medications whenever possible.

Daily Patient Dose Medication is defined as each type of medication required by an inmate on a daily basis to be packaged separately in a sealed container.

The Successful Proposer shall maintain records for each inmate. The Successful Proposer shall maintain summary records. Said summary records shall reflect prescriptions from psychiatrists on one summary sheet and prescriptions from internists, dentists, or other non-psychiatric providers on a separate summary sheet. Billing invoices shall include individual costs per inmate for each prescribed medication. A separate billing item shall be included as part of the invoice for the payment of the MMF (Monthly Maintenance Fee). Summary sheets shall include total cost of prescribed medications for psychiatrists and on a separate sheet the total cost of prescription medications from non-psychiatric providers.

If the Successful Proposer desires to have the orders transmitted electronically, they must provide all equipment, supplies, and transmission lines required for the County's correctional facility at no additional cost to the County. The Successful Proposer shall be responsible for all repairs or replacement of equipment within twenty-four (24) hours of notification.

Computerized patient profiles shall be maintained by the Successful Proposer.

The Successful Proposer shall provide all necessary equipment to support the service. This shall include carts and cassettes. At least three (3) carts and three (3) cassettes are required to be supplied.

All invoices shall indicate the name of the drug, discounted cost to the County, NDC number, quantity, dosage, date, and inmate name.

The Successful Proposer shall notify the appropriate personnel of the Burlington County Department of Corrections AND the ordering physician of all incidents of poly-pharmacy within twenty-four (24) hours. Errors that are clinically significant or jeopardize the health or safety and well-being of the inmates shall be considered reason for possible action and/or default or termination of the contract. Such determination shall solely rest with Burlington County Department of Corrections and the Board of County Commissioners of the County of Burlington.

The packaging for all patient dose medications shall be approved by the County, to include controlled drugs.

- D.** The Successful Proposer shall provide twenty-four (24) hour emergency service through a relationship with a commercial pharmacy that will be available on a seven (7) day, twenty (24)-hour basis. All discount pass through savings shall apply to emergency orders as well.
- E.** The County's representative shall be the sole judge of the quality of service and deliveries rendered by the Successful Proposer. This judgment shall be final and conclusive.

The Proposer should include details as to how they proposes to provide the services as specified. The proposal should include but not be limited to the following:

- Submission of orders
- Filling of prescriptions
- Emergency orders by outside pharmacy
- Packaging and delivery
- Process for the return and credit of unused medications

F. REBATES

The Successful Proposer shall provide the County with all manufacturer's formulary rebates for contract prescriptions. Said rebates shall be applied to the County as either: 1.) a reduction on the drug cost or 2.) a direct cash rebate to the credit of the County.

If a proposer intends to reduce the drug cost, the proposer should provide examples of costs before and after rebates in his/her proposal. If the proposer intends to provide a direct cash rebate to the credit of the County, the proposer should provide a detailed explanation of how this process will work.

1.07a DRUG BILLING PROCEDURES

- A. All billing shall be done via a calendar month.

The Successful Proposer shall supply disbursed data for each individual patient's drugs vs. billing date.

- B. The Successful Proposer shall supply County with ALPHABETICAL listing of patients.

- C. Individual Inmate Listing:

The Successful Proposer shall supply individual billing sheets by patient. Each patient billing sheet shall include patient location, each drug dispensed to the patient, and the date each drug was dispensed during the monthly billing cycle.

The Successful Proposer should perform returns and credits for unused medications monthly. All credits should be completed the month following the return of the unused medication.

1.08 CONTRACT PERIOD

The contract period is for **TWO (2) YEARS:**

beginning	January 1, 2027
and	
ending	December 31, 2028

with one (1) one-year option. The option year shall begin on January 1, 2029, and conclude on December 31, 2029.

IMPORTANT NOTES:

- All contracts are contingent upon the availability and appropriation of funds.
- The County of Burlington shall have sole discretion for the execution of the option year.

2.00 PROPOSAL FORM

PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY (RFP-26-0074)

IMPORTANT NOTES:

NOTE #1: Proposers shall use the enclosed proposal form in Section 2.00 to prepare their proposal price submission. Proposers shall attach their cost proposal and proposal form signature page under the **“Response Attachments”** tab within the solicitation located on <https://burlcobids.ionwave.net>.

NOTE #2: The County shall not pay, nor shall the Successful Proposer(s) charge any additional costs, fees, or reimbursements beyond the rates reflected in their cost proposal. Additional costs that the County shall not pay for include, but are not limited to incidentals, travel, taxes, application fees, fines, supplies, equipment, lodging, tolls, fuel, travel expenses, meals, refreshments, mailings, copying, postage, clerical support, labor, benefits, printed materials, promotional materials, reading materials, etc.

NOTE #3: The County shall reimburse the Successful Proposer for the cost of the medication. Proposers shall outline in detail their plan and approach to ensure that the County will receive the most advantageous discount pricing on medications throughout the contract period. **The Proposer’s pricing plan will be heavily weighted in the evaluation and scoring process.**

NOTE #4: Burlington County chose to issue this request as an RFP (Request for Proposal) to allow potential proposers flexibility in proposing cost models that would be the most advantageous to the County. Each proposal will be evaluated on the basis of not only cost, but also the proposer’s overall approach to delivering pharmaceutical services for an inmate population in the most efficient manner, utilizing state of the art technology when possible.

NOTE #5: Proposers shall be required to honor their proposed pricing for the entire duration of the contract.

COST PROPOSAL:

The Proposer shall provide a **per inmate management fee** for the administration of the contract services. This fee shall be in addition to direct reimbursement for the cost of the prescription medications. At the start of each month, the Successful Proposer shall be provided with the average daily population (ADP) of the previous month.

On the space provided below, proposers shall provide their **inmate management fee**.

YEAR ONE

\$ _____ COST PER INMATE PER MONTH (2027)

YEAR TWO

\$ _____ COST PER INMATE PER MONTH (2028)

YEAR THREE (OPTION YEAR)

\$ _____ COST PER INMATE PER MONTH (2029)

PROPOSAL FORM SIGNATURE PAGE

Please take notice that only those proposals with a completed PROPOSAL FORM will be considered in determining the successful proposal.

The undersigned hereby undertakes and promises to furnish PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY (Contract #: RFP-26-0074) and other items as appropriate and required by the instructions and specifications issued on September 29, 2026 as well as the contract documents concerning the same, including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this proposal.

By signing below the Proposer hereby acknowledges that all contracts are contingent upon availability and appropriation of funds. The prices provided on this proposal form shall remain firm for the duration of the contract. All erasures and/or changes must be initialed by the individual making modification to the proposal.

The successful proposal shall become a part of the signed contract upon award.

_____	_____	
(Signature)	(Business name)	
_____	_____	_____
(Type or print full name)	(Title)	(Date)
_____	_____	_____
(Telephone number)	(Fax number)	(Email)

Section 3.37 Agreement

By signature below we accept the terms as outlined under section 3.37 Contract Extension

This will in no way affect this bid/proposal award.

_____	_____,20____
(Signature)	(Date)

*****END OF SECTION 2.00*****

3.00 TERMS

3.01 DEFINITIONS

Proposer: The word proposer as cited in this proposal is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the proposal.

Contractor(s): The word Contractor(s) as used in this proposal means the most responsible Proposer(s) who is awarded a contract.

Successful Proposer(s): The words Successful Proposer(s) as used in this proposal means the responsive and responsible Proposer(s) who is awarded a contract.

County: The word County as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

County Office Building: The administrative offices are located at and legal notices are to be served at

County Office Building
49 Rancocas Road
P O Box 6000
Mount Holly, New Jersey 08060-6000

Owner: The word Owner as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

Vendor: see 'Proposer' above.

Contract: A dual signed copy of this proposal package.

3.02 PROPOSAL INSTRUCTIONS

Proposals shall be submitted through Burlington County's e-bidding platform at the following address: <https://burlcobids.ionwave.net>. This platform contains the official proposal forms and documents that must be completed and submitted for the proposal submission. The County shall not accept proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc. Any sealed bids physically delivered to the County will be returned to the sender unopened.

If the proposal requires a proposal/bid guarantee and/or consent of surety, copies of both documents shall be submitted with the proposal submission on the e-bidding platform. Failure to include said copies shall result in rejection of the proposal submission.

Additionally, if the proposal requires a proposal/bid guarantee and/or consent of surety, the original proposal/bid guarantee and/or consent of surety shall be physically delivered to the County. Said original documents shall be due by the deadline for proposal submissions. Said documents shall be delivered in a sealed envelope plainly marked with name and address of proposer and complete proposal title and number as shown on the cover of these specifications. Failure to submit said original documents on time shall result in rejection of the proposal submission. The sealed envelopes will be returned to the sender unopened. The original proposal/bid guarantee and consent of surety can be submitted by the following methods:

Hand Delivery or Courier Services:

County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

Mail:

County of Burlington
Department of Finance and Purchasing
49 Rancocas Road
Post Office Box 6000
Mount Holly, NJ 08060-6000

Official proposal forms (Section 2.00) are enclosed and MUST BE USED when submitting proposal.

3.03 NO PROPOSAL

If not submitting a proposal in accordance with attached instructions and specifications, proposers should submit a “no bid” through the County’s e-bidding platform at <https://burlcobids.ionwave.net>.

3.04 LATE PROPOSALS

NO LATE PROPOSAL WILL BE ACCEPTED OR CONSIDERED.

The County will not be responsible for any proposal not submitted on time due to internet, website, or any other technical difficulty. This shall include but not be limited to power outages, internet disconnections, computer complications, website errors, etc. It is the proposer’s responsibility to ensure that the proposal is prepared and submitted in a timely fashion to navigate technical and digital complications.

If a proposal/bid guarantee or consent of surety is required for this request for proposals, the County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. The County will not be responsible for any documents misdirected in delivery by person or delivery service.

3.05 PROPOSAL WITHDRAWAL

A written request for the withdrawal of a proposal, or any part thereof, may be granted if the request is received by the County prior to the specified time of proposal opening.

3.06 ADDENDA

Any interpretations of these proposal specifications and any supplemental instructions will be in the form of a written addendum which will be in forwarded to all prospective proposers on record via the County’s electronic bidding platform at <https://burlcobids.ionwave.net>. Addenda will be issued no later than seven (7) working days prior to the date fixed for the opening of proposals.

Notices will be sent to all prospective Proposers no later than seven (7) working days prior to the proposal opening advising an addendum has been issued for proposals posted online. It is the responsibility of the vendor to check the website for the addenda.

All addenda issued prior to the proposal receipt date must also be acknowledged and submitted as part of the online proposal submission process at <https://burlcobids.ionwave.net>.

All addenda issued prior to the date of receipt of proposals shall become part of the contract documents and included in the proposal prices.

3.07 ORAL INSTRUCTIONS

No interpretation of the meaning of the Request for Proposal or other Contract Documents will be made to any proposer orally. Every request for such interpretation shall be in writing addressed to the Owner, Division of Purchase. Such request to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda. All addenda will be in forwarded to all prospective Proposers on record via the County’s e-bidding platform at <https://burlcobids.ionwave.net>. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under its proposal as submitted.

No other means of communications, whether oral or written, shall be construed as a formal or official response or statement.

All Addenda so issued shall become part of the Contract Documents.

3.08 PROPOSAL PRICES

The proposer must provide figures as requested on the Proposal Form, Section 2.00.

Proposal prices are to remain firm for a period of not less than sixty (60) calendar days to allow the County to determine the lowest pricing and other proposal requirements that will, as determined by the County, fulfill the intentions of this proposal.

3.09 PRICES

Carelessness in quoting prices or in preparation of the proposal will not relieve the proposer from performance of the services required by these proposal documents.

No price escalation will be permitted after proposal has been submitted.

3.10 PRICE CHANGES

Proposal prices submitted by the proposer shall not be adjusted during the contract term.

3.11 CHANGES

All services, equipment, personnel and material which is necessary in order to provide the service and/or supplies as described in these proposal documents and any addenda hereto shall be furnished by the Successful Proposer at the proposal price whether or not all details are specified herein.

Without invalidating the contract, the County may order changes including, but not limited to additions, deletions, modifications and the contract sum shall be adjusted accordingly, if such adjustment is determined to be reasonable and appropriate by the County. All such changes in the contract will only be authorized by written change order subject to approval of a resolution by the Board of County Commissioners.

The cost or credit to the County from a change in the contract shall be determined by mutual agreement before executing the change involved.

The County Treasurer/Comptroller may waive minor deviations in the Proposer's performance pursuant to these documents. A deviation shall only be considered minor on the determination of the County Treasurer/Comptroller.

3.12 PAYMENT

This contract is subject to P.L. 2006, c. 96 and P.L. 2018, c. 127.

Unless otherwise stated in this contract, the County of Burlington's payment terms shall function as follows:

- 1.) sixty (60) calendar days from the payment date specified in the contract; or
- 2.) the later of:
 - a.) sixty (60) calendar days from receipt of properly executed invoice; or
 - b.) sixty (60) calendar days from the date the goods or services were received, as certified by a County officer or duly designated County employee.

The term "invoice" shall be understood to encompass bills, vouchers, warrants, or whatever term the County of Burlington uses to describe the document(s) a vendor submits to request payment.

The phrase "properly executed invoice" shall mean an invoice containing sufficient detail for the payment to be made.

Bills will be payable only upon receipt of an invoice and a properly executed purchase order. All invoices and purchase orders must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

The purchase order number must be on all invoices.

Forward the invoice and purchase order with signature to the County Department shown as “bill to” on the purchase order.

Disputes regarding whether a party has failed to make payments required pursuant to P.L. 2006, c. 96 shall be submitted to the process of alternative dispute resolution provided at Section 3.44 of these specifications.

Notice: P.L. 2006, c. 96, requires a prime contract to pay subcontractors and a subcontractor to pay sub-subcontractors within ten (10) calendar days of the receipt of payments from the County for work completed or services rendered unless otherwise agreed in writing.

3.13 TAX EXEMPT

The County of Burlington is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

3.14 CONTRACT FORMS

All proposers shall complete, sign, and submit all contract forms including but not limited to the Statement of Ownership Disclosure Certification, Hold Harmless/Indemnification Agreement, Non-Collusion Certification, Equal Employment Opportunity Language Questionnaire, Qualification Questionnaire, and Disclosure Investment Activities in Iran Form as required by RFP specifications. All forms shall be submitted on the County’s electronic bidding platform at <https://burlcobids.ionwave.net>.

Proposer should use the RFP Checklist provided in the RFP specifications to ensure that all documents are submitted in compliance with the RFP requirements.

By submitting a proposal the prospective proposer covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these proposal specifications because of any misunderstanding or lack of information will be allowed.

This package proposal shall become the contract document.

3.15 NON-PERFORMANCE / FAILURE TO EXECUTE CONTRACT

The Board shall have the right in case of failure, neglect or refusal of the Successful Proposer to perform the contract to the County's satisfaction, to terminate the contract at the expiration of thirty (30) days written notice to the Successful Proposer, served at its last address known to the County.

Upon expiration of said notice the County may, at its option, proceed entering into a contract with other provider(s), for the balance of the term.

Where the County proceeds to enter into a contract for the performance of the balance of the term, the County shall be entitled to deduct the cost thereof, from payments due or grown due and the contract shall be liable for such deficiency. If the County shall declare the said Successful Proposer in default, in whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the Successful Proposer, for breach of the covenants and conditions, of the contract.

The County reserves the right, in addition to other remedies, in the event of unsatisfactory service, to cancel the contract awarded to the Successful Proposer and enter into a contract with the next lowest proposer, whose proposal complies with the original contract requirements. The County shall be reimbursed, by the defaulted proposer and/or his surety, of any increased costs incurred in awarding the balance of the contract, to the next lowest proposer.

3.16 DISCRIMINATION

The Successful Proposer shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

All proposers shall agree to comply with the anti-discrimination provisions pursuant to N.J.S.A. 10:2-1.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

Proposers are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27**. See the "Equal Employment Opportunity" sections under the "Attributes" and "Response Attachments" sections for this solicitation at <https://burlcobids.ionwave.net>.

3.18 AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as possible after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants, and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

3.19 ADDITIONAL CLAIMS

Successful Proposer shall make no claim and the County shall not be liable for additional payment or any other concession because of the proposer's misinterpretation or misunderstanding of the contract, or of any failure to fully acquaint itself with any conditions relating thereto.

3.20 ASSIGNMENTS

The proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or its rights, title or interest therein or any part thereof.

If the proposer assigns, transfers, conveys, sublets, or otherwise disposes of the contract in whole or in part, or of its right, title or interest therein, or any of the monies to become due under the contract to any person, firm, or corporation, the contract may, at the option of the County, be canceled and/or annulled and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the proposer and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the proposer for the benefit of creditors made pursuant to the statutes of the State of New Jersey; and no right under this contract or to any monies to become due hereunder shall be asserted

against the County in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder.

3.21 SUBCONTRACTING

Proposer shall not subcontract any portion of this contract unless 1) subcontracting is specifically provided for in these specifications and then only to the extent it is so provided or 2) County provides written consent for subcontracting a specific portion of this contract. Such written consent shall be given at the sole discretion of the County and may be withheld for any reason.

3.22 STATEMENT OF OWNERSHIP DISCLOSURE

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials, supplies, or services unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholder holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria established in this act, has been listed.

To comply with this section, a proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the U.S. Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the U.S. Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten percent (10%) or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2 et seq. which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S. corporations.

The Statement of Ownership Disclosure form shall be completed and signed. Failure of the proposer to submit the required information is cause for automatic rejection of the proposal.

3.23 CONTRACT INTERPRETATION

The County's interpretation of the meaning and intent of these proposal documents and the contract shall be final and conclusive.

In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

3.24 CONTRACT AWARD

The County reserves the right to award the contract to proposer(s) based on the selected methodology for the proposal.

The award of the contract or the rejection of proposals shall be made within sixty (60) days of the date of receipt of proposals.

The County reserves the right to deviate from the details of the proposal if the evaluated proposal of any proposer indicates the best interest of the County will be served by such action. The Successful Proposer to whom the award is to be made will be notified at the earliest possible date. A contract will be executed upon satisfaction of all requirements of the proposal documents by the Successful Proposer.

IMPORTANT NOTE: THE COUNTY OF BURLINGTON SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONIES OR OTHER EXPENSES INCURRED BY THE PROPOSER UNLESS THE PROPOSER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.

3.25 HOLD HARMLESS/INDEMNIFICATION

The Proposer agrees that upon execution of the CONTRACT for the services and/or goods outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY (CONTRACT #: RFP-26-0074) to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

3.26 COUNTY/VENDOR RELATIONSHIP

The entering into of a Contract/Agreement between Vendor and the Board does not create an employer-employee relationship. Vendor shall at all times be treated as an independent contractor. Neither Vendor nor its employees, agents, subcontractors, subcontractor-employees, assignees, invitees or designees shall be considered employees of the Board, and shall not have any legal rights of a County employee.

3.27 ROYALTIES AND PATENTS

The Successful Proposer shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

3.28 DELIVERY COSTS & F.O.B.

Delivery shall be made as directed by the County of Burlington for this PROPOSAL.

All delivery costs shall be included in the proposal price. Delivery is inclusive of all costs associated with off-loading of any product.

F.O.B. The County of Burlington. Freight Paid.

3.29 CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the County reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of this contract.

3.30 SIGNATURE ON PROPOSALS

Proposals must be electronically submitted per the requirements at <https://burlcobids.ionwave.net>. The County will not accept any proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc.

IMPORTANT NOTE: FAILURE TO PROVIDE ALL INFORMATION, COMPLETE, SIGN, AND/OR SUBMIT THE PROPOSAL MAY RESULT IN REJECTION

3.31 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11 et seq. and New Jersey Local Public Contracts Law Rules N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually. Whereas there exists in some industries such conditions as paying of poverty wages, violating workplace regulations and suppressing worker rights; the County of Burlington shall not purchase, lease, rent or take consignment goods and/or services produced under the above conditions.

Each proposer, by submitting a proposal, certifies they will comply with all Federal, State and County laws concerning the above.

3.32 REJECTION OF PROPOSAL

The County reserves the right to accept or reject any and all proposals and to waive any immaterial defects or informality in any proposal or in the proposing should it be in the best interest of the County to do so. The determination of a material defect shall be a matter of sole discretion of the County.

3.33 RECEIPT OF PROPOSAL ATTENDANCE

At the time fixed for the receipt of proposals, the proposals will be recorded as received. Proposers and interested persons may watch the proposals be marked as received online. Details on accessing the receipt of proposals online can be found under the "Event Details" tab for this solicitation at <https://burlobids.ionwave.net>.

3.34 COMMUNICATIONS AFTER THE RECEIPT OF PROPOSAL

It is highly improper for a proposer, after proposal opening, to contact any representative of the County of Burlington to discuss the proposals. The PROPOSAL package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the proposal. Should there be any questions concerning the proposal submitted, you will be contacted by a representative of the County of Burlington and any discussion or contact will be limited to the questions of the representative.

3.35 RESPONSES

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the PROPOSAL is not desired. Unless specifically requested in the PROPOSAL, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

3.36 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 et seq. imposes certain requirements upon a business competing for or entering into a contract with Burlington County, a public contracting agency.

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a Proposer for the contract may be submitted with the proposal, but prior to the final award of contract to the Successful Proposer.

The submittal of a Business Registration Certificate is not required from a government agency or an organization organized as a nonprofit entity under 26 U.S.C. Section 501(c).

In addition to the Business Registration Certificate of the Proposer, a Business Registration Certificate may be submitted with the proposal, but prior to the final award of contract for each of the subcontractors named in the proposal as required by N.J.S.A. 40A:11-16 et seq.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. The County shall not be responsible for a contractor's failure to comply with this paragraph.

For the term of this contract, the contractor and subcontractors, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For the purposes of this paragraph, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this paragraph, an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

Applications for Business Registration Certificates can be downloaded from the Division of Taxation, New Jersey Department of the Treasury at <https://www.nj.gov/treasury/revenue/gettingregistered.shtml> or by telephone at 609-292-1730.

3.37 CONTRACT EXTENSION

The contract term for this solicitation may be extended by a
one (1) two-year

OR

two (2) one-year, extensions, subject to the following limitations:

- a. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the service(s) are being performed in an effective and efficient manner;
- b. No such contract shall be extended so that it runs for more than a total of five (5) consecutive years;
- c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. Definition (38) "**Index rate**" means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

New Jersey Local Procurement Laws describes "Index Rate" and posts most current rate with date.

The "index rate" is used by New Jersey governments to calculate the rate of increase of government goods and services. The most recent index may be found at https://www.nj.gov/dca/dlgs/programs/lpcl_docs/Current%20Index%20Rate.pdf

If the local contracting unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 et seq. or 18A:18A-42, the index rate is used to determine the appropriate increase in the contract price. Any price change in the contract as part of an extension is based upon the price of the original contract and shall not exceed the changes in the index rate for the 12 months proceeding the most recent quarterly calculation available at the time the contract is renewed.

All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Local Public Contracts Law," P.L.1971,c.198(N.J.S.A. 40A:11-1 et seq.), except that a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced re-bidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires. (cf:P.L.1999,c23,s64)

3.38 W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the County of Burlington, Division of Purchase.

3.39 RETENTION OF RECORDS

The Successful Proposer shall maintain all documentation related to products, transactions, and/or other services under this contract for a period of no less than seven (7) years from the date of final payment. Such records shall be made available to the County of Burlington and New Jersey Office of the State Comptroller upon request.

All documentation related to the services under the contract shall be turned over to the County within three (3) working days upon receipt of a written request.

3.40 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

- A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55 et seq.), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the N.J. Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.
- B. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, C.25 (N.J.S.A. 52:32-58 et seq.), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (N.J.S.A. 52:32-59 et seq.). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

3.41 TERMINATION OF CONTRACT

Termination for Cause: The County of Burlington may terminate the contract at any time if the Successful Proposer defaults on the contract or otherwise fails to carry out its contractual responsibilities or fails to make substantial progress toward completion of its responsibilities pursuant to the terms specified in the contract. The County of Burlington shall provide the Successful Proposer with at least thirty (30) calendar days written notice of conditions considered to be a failure to perform contractual responsibilities. If after such notice the Successful Proposer fails to remedy to the satisfaction of the County the condition contained in the notice, within thirty (30) calendar days, the County shall have the right to issue an order to stop work immediately, in which case the contract shall be terminated as of the date of the stop-work order.

The Successful Proposer may terminate the contract if the County fails to carry out its responsibilities under this contract. However, before such termination may occur, the Successful Proposer will provide the County with at least sixty (60) calendar days written notice of those conditions considered to be a failure to perform contractual responsibilities. At that point, the parties agree to meet and discuss the notice sent by the Successful Proposer in an attempt to resolve issues raised by same. If such discussions do not result in resolution, the Successful Proposer, at the end of such sixty (60) calendar day period, may provide a 30-day notice of termination of the agreement, and the parties shall be left to their respective remedies.

Termination Without Cause: The County of Burlington reserves the right to terminate the contract at any time during the contract term. The County of Burlington shall provide the Successful Proposer with at least thirty (30) calendar days written notice of its intention to terminate the contract without cause.

Important Note: Termination of the contract does not absolve the contractor from potential liability for damages caused the County of Burlington by the contractor's breach of this agreement. The County of Burlington may withhold payment due the contractor and apply same towards damages once established. The County of Burlington will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

3.42 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter 'Vendor') that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a Certification of Non-Involvement in Prohibited Activities in Russia or Belarus indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If it is found that a Vendor has made a certification in violation of the law, the County of Burlington and/or the State of New Jersey shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Successful Bidder/Proposer shall be required to submit a completed and signed certification form to the County of Burlington prior to the award of contract. The certification form can be found at:

<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

3.43 POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 (toll free in New Jersey) or 609-292-8700. Additional information may also be found at <https://www.elec.nj.gov/>.

3.44 ALTERNATIVE DISPUTE RESOLUTION THROUGH MEDIATION

The Contractor must proceed with all work required under this contract during the mediation process described below if so required by the Board in its sole discretion.

A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out or relating to the Contract. The responsibility to substantiate the Claims shall rest solely with the party making the Claim.

Pending final resolution of Claim, except as otherwise agreed in writing or as provided in these specifications, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Documents.

A dispute or claim arising under this contract shall be submitted in writing to the County' Division of Purchasing with all facts and data. The County's Purchasing Agent will review the dispute and issue their decision or request additional facts or documentation after which they will render a decision as initial decision maker. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date of final payment is due unless thirty (30) business days have passed after the claim has been referred to the Initial Decision Maker with no decision having been rendered.

Any party to the contract under which a dispute has been submitted for mediation may demand the joinder of other interested parties in the dispute unless the mediator appointed to resolve the dispute determines that such joinder is inappropriate.

Whenever more than one dispute of a similar nature arises under the contract, or under related contracts, a contracting party may demand that the disputes be joined unless the mediator appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

The party seeking mediation shall pay all expenses associated with the entire case filing and/or set-up fees. All other expenses shall be paid in accordance with the applicable Federal, State, and Local laws.

If the dispute is not resolved in mediation, the sole venue for any and all disputes arising under this Agreement shall be in a Court of Law, in Burlington County, Superior Court of New Jersey. This Contract shall be interpreted under the Laws of New Jersey.

Any dispute arising under the Contract shall be resolved in accordance with and subject to the following limitations:

1. All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the County is required to issue a decision, such decision shall be a conditions precedent to proceeding to resolve the dispute in accordance with this Section;
2. Prior to litigation, the County of Burlington and Contractor shall endeavor to settle dispute in accordance with applicable Federal, State, and Local laws. A demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement;
3. Nothing herein shall be construed to prevent the County and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation;
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance and/or payment.

3.45 CHALLENGE TO RFP SPECIFICATIONS

Any prospective proposer who wishes to challenge these RFP specifications shall file such challenges in writing with the County of Burlington's Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the County of Burlington or the award of a contract.

3.46 EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The vendor, by submitting a proposal, acknowledges that it has carefully examined the RFP specifications, documents, addenda (if any), and the site; and that from its investigation, it has satisfied itself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, it fully understands the intent and purpose thereof, its obligations thereunder, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each vendor submitting a RFP for a service contract shall include in its proposal all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, or work that can be reasonably inferred from the specifications and documents, in accordance with the specifications and documents.

3.47 FALSE MATERIAL REPRESENTATION – (N.J.S.A. 2C:21-34-97(b))

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

3.48 LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the County of Burlington, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4.00 CONTRACT FORMS

4.01 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The Proposer agrees that upon execution of the CONTRACT for the services and/or goods outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to PHARMACY SERVICES FOR THE BURLINGTON COUNTY CORRECTIONAL FACILITY (CONTRACT #: RFP-26-0074) to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

	_____ (Firm/Organization name)
_____, 20____ (Date signed)	_____ (Signature)
	_____ (Type or print name and title)
	_____ (Address)
[Corporate seal]	_____ (City, State) (Zip Code)
ATTEST: _____ (Signature)	
_____ (Type or print name/title)	

COUNTY OF BURLINGTON, NEW JERSEY

5.00 CONTRACT FORMS

Applicable form must be signed and returned with proposal.

5.01 CERTIFICATION OF CONTRACT - CORPORATION

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the corporation attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(CORPORATE Name)

(Signature)

(Type or print name and title)

[Corporate seal]

(Address)

ATTEST: _____
(Signature)

(City/State)

(Zip Code)

(Type or print name/title)

=====

(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20__

ATTEST:

(County seal)

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the partnership attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____ , 20__	_____
(Date signed)	(Name of PARTNERSHIP)

	(Signature)
Signed and Sealed	_____
in the presence of:	(Type or print name and title)

_____	(Address)
(Name)	

	(City/State) (Zip Code)

=====

(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20__

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

(County seal)

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the individual attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(Print name of INDIVIDUAL)

(Signature)

(Address)

(City/State) (Zip Code)

WITNESS: _____
(Name)

=====

(Do Not Write Below This Line. For County Use Only.)

ATTEST:

(County seal)

The above offer is hereby accepted
this ____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator

APPENDIX A:

BURLINGTON COUNTY CORRECTIONAL FACILITY (NJBU) FORMULARY MANAGEMENT REPORT					
	TOTAL RX ORDERS	# INM ON RX'S	# INM ON NF RX'S	# INM ON PSYCHS	# INM ON HIV
DEC 24	257	25	15	7	2
JAN 25	272	27	21	13	3
FEB 25	220	20	11	9	3
MARCH 25	358	22	12	5	2
APRIL 25	268	28	14	7	0
MAY 25	331	25	13	5	1
JUNE 25	374	79	37	36	1
JULY 25	347	83	35	35	1
AUG 25	363	74	32	33	2
SEPT 25	356	68	36	30	2
OCT 25	317	41	16	24	2
NOV 25	346	70	31	31	5
DEC 25	379	62	32	38	2
JAN 26	355	59	36	40	4
FEB 26	440	60	39	46	3
MARCH 26	454	64	44	49	6