

STATE OF SOUTH DAKOTA
South Dakota State University
Purchasing Office
1451 Stadium Road – Box 2201
Morrill Hall Room 304
Brookings, SD 57007

South Dakota State University Student Pharmacy
PROPOSALS ARE DUE NO LATER THAN Monday, May 20, 2024, at 10:00am CDT

RFP #: SDSU04252024

Buyer: Karen Bravek

EMAIL: Karen.Bravek@sdstate.edu

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

South Dakota State University (SDSU) is seeking an external partner to provide pharmaceutical services to the student population on the SDSU campus in Brookings, SD through the pharmacy in the Miller Wellness Center. The pharmacy serves a critical need for students attending SDSU needing prescriptions and over-the-counter medications. Located within the Student Health and Counseling Clinic, the pharmacy is ideally placed to capture traffic from students utilizing the medical services within the clinic. The pharmacy is limited to serving the needs of enrolled students at SDSU.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SDSU Purchasing Office is the issuing office for this document and all subsequent addenda relating to it, on behalf of South Dakota State University, Miller Wellness Center. The reference number for the transaction is RFP #SDSU04252024. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	April 25, 2024
Offeror Questions Due	May 3, 2024 at 9:00am
Responses to Offeror Questions	May 9, 2024 at 5:00pm
Proposal Submission	May 20, 2024 at 10:00am
Anticipated Award Decision/Contract Negotiation	May 31, 2024

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SDSU Purchasing Office via email to Karen Bravek, SDSU Purchasing Manager at Karen.Bravek@sdstate.edu by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration. The proposal submission email MUST have a subject line that includes the appropriate RFP Number and Open Date.

Example:

REQUEST FOR PROPOSAL #SDSU04252024 Opening May 20,2024

This information is the ONLY information that should appear in the Subject Line of your email. Any other information could cause your bid to be rejected.

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals that are not properly signed may be rejected.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to SDSU/State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by SDSU or the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices regarding race, color, creed, religion, age, sex, ancestry, national origin, or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or

response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.11 OFFEROR WRITTEN INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Karen Bravek at Karen.Bravek@sdstate.edu with the subject line "**RFP #SDSU04252024 QUESTIONS.**"

The State will respond to the offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified the same way as indicated above about any changes to this RFP.

1.12 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the proposal any specific proprietary information they request to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.13 LENGTH OF CONTRACT

The contract term shall be from approximately June 22, 2024, to June 21, 2029, inclusive for five years. In addition, not later than the fourth year of the contract, 2028, the parties may consider up to five one-year renewable contracts extending the total cover period to June 21, 2034.

SDSU or the Contractor may terminate the contract by giving not less than 60 written days' notice of intention to terminate as of the specified date, after the first academic year of operations.

1.14 GOVERNING LAW

The venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.16 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the State's sole discretion. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense. This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held confidential until the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, and by submitting a proposal under the RFP contractor agrees to the state terms and conditions, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3 The Contractor will not use State equipment or supplies, unless specifically agreed in writing and as allowed by the State. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.
- 2.5 The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

2.6 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.7 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.8 This Agreement may be terminated by either party hereto upon sixty (60) days' notice of intention to terminate as of the specified date, after the first academic year of operations. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement.

- 2.9 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.10 This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.11 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.12 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.13 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.14 Any notice or other communication required under this Agreement shall be in writing and sent to the address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.15 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

- 3.1 Successful contractor must be licensed/authorized to do business in and provide pharmaceutical services in South Dakota and maintain such throughout performance of contract and provision of services.
- 3.2 Hours of operation: Offerors are free to recommend changes in operation hours if the total hours covered remain about the same. Pharmacy hours: Current pharmacy hours are Monday through

Friday 10am-4pm. The Miller Wellness Center is closed on the following holidays: New Year's Day, Easter Day, Memorial Day, Labor Day, Thanksgiving Day, & Christmas Day. Emergency campus closures may occur due to inclement weather, etc.

- 3.3 Joint use of facilities: In every instance, the schedule will be coordinated so that there will be limited disruption to the Contractor's schedule.
- 3.4 Physical space: Built-in cabinetry and countertops will remain; all other furnishings, equipment, and supplies will be provided by Contractor. SDSU space use agreement will be provided and agreed upon between Contractor and SDSU and set forth standard terms and conditions of license to use the premises.
- 3.5 Capital Equipment: Will be provided and maintained by the successful contractor.
- 3.6 Non-medical Equipment: Will be provided and maintained by the successful contractor. (examples include computers, printers, copiers, software contracts, insurance contracts, etc.)
- 3.7 Building System Operational Expenses: All expenses associated with facility support, electricity, heat, water, sewer, steam charges, recycling, trash, and automation charges are included in the revenue proposal and will be paid by SDSU, not the contractor.
- 3.8 Security: Security and panic alarm systems will be the responsibility of SDSU and are included in the revenue proposal. The contractor will not be allowed to bring in their own systems. Keypad access can be requested by the Contractor if desired at no extra cost.
- 3.9 Damage assessments: The cost of SDSU-owned facility or fixtures damaged by the Contractor, or its employees and invitees, will be borne by the Contractor.
- 3.10 Maintenance: SDSU Facilities and Services maintenance staff provide required maintenance and repairs of the premises and bills the Contractor.
- 3.11 Over the Counter items: All over the counter items and the vending machine items will be maintained by the Contractor. Examples include pain medicine (ibuprofen, acetaminophen), cold medicine, condoms, pregnancy tests, bandages, protein powder, etc. Contractor agrees to offer products at a specially reduced price.
- 3.12 Patient Care Purchases: Purchase and maintain select supplies for the Student Health Clinic. (see Appendix B)
- 3.13 Inventory: Contractor shall maintain the required inventory of pharmaceuticals, controlled substances, and other supplies to readily respond to routine traffic. The Contractor shall purchase, at the contract's commencement, SDSU's inventory of these items at a mutually agreed price. Pharmaceutical disposal must comply with applicable laws and SDSU policies. Must have a system for ordering, returning, and disposing of medications. Must provide a procedure for identifying refundable, returned medications and medical supplies and/or a system for disposal of unusable and non-refundable drugs.
- 3.14 Collaborative Agreement
 - 3.14.1 College of Pharmacy: The Contractor is encouraged to provide clinical rotations through the pharmacy in the premises pursuant to separate academic agreements with SDSU.

- 3.14.2 Student Labor: The Contractor is encouraged to make available internship and work opportunities for students attending SDSU pursuant to separate academic agreements with SDSU.
- 3.15 Website Presence: Maintenance of a professional, interactive web presence will be linked to the student portal. This site should describe the location and hours of the campus pharmacy. All advertising must conform to SDSU standards and applicable laws.
- 3.16 Safety and health standards: The Contractor must comply with applicable South Dakota Board of Regents (SDBOR)/SDSU policies and procedures, all applicable laws and regulations including as applicable also OSHA standards, South Dakota Board of Pharmacy guidelines and policies; and notify the University of any injury to an employee, student, or guest of the pharmacy.
- 3.17 Drug & alcohol free: The Contractor shall submit a copy of their drug and alcohol-free work environment policy and comply with SDBOR/SDSU policies.
- 3.18 HIPAA: The Contractor shall conduct periodic training on HIPAA (Health Insurance Portability and Accountability) regulations and ensure that all practices in the pharmacy are HIPAA compliant.
- 3.19 FERPA: The Contractor shall conduct periodic training on Family Educational Rights and Privacy Act (FERPA) regulations and ensure that all practices in the pharmacy are FERPA compliant.
- 3.20 Record Keeping: Contractor will be responsible for storing all records and holding records open for audit.
- 3.21 Parking: Contractor must comply with campus parking regulations and purchase required parking permits for employees.
- 3.22 The Contractor will be responsible for collecting payment from customers to include insurance billing and collections as applicable. This plan will be shared with the University.
- 3.23 Contractor shall be responsible for payments to the University on a schedule to be determined between Contractor and University.
- 3.24 Branding of space – If Contractor desires to use University trademarks, approvals must be made through SDSU University Marketing & Communications. Corporate name and location must be approved by university officials. Using Jackrabbit or SDSU will have royalties attached.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are

grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 Interested contractors must email their complete document in Word or PDF format to Karen Bravek, SDSU Purchasing Manager at Karen.Bravek@sdstate.edu, per section 1.4 – Submitting your Proposal. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form (1st page of RFP) completed and signed.
 - 5.2.2 **Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
 - 5.2.4 **Revenue Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple revenue proposals. All revenue related to the provision of the required services must be included in each revenue proposal offered.

See section 7.0 for more information related to the revenue proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques; and
 - 6.1.7 Ability and proven history in handling special project constraints.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of the proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7.0 REVENUE PROPOSAL

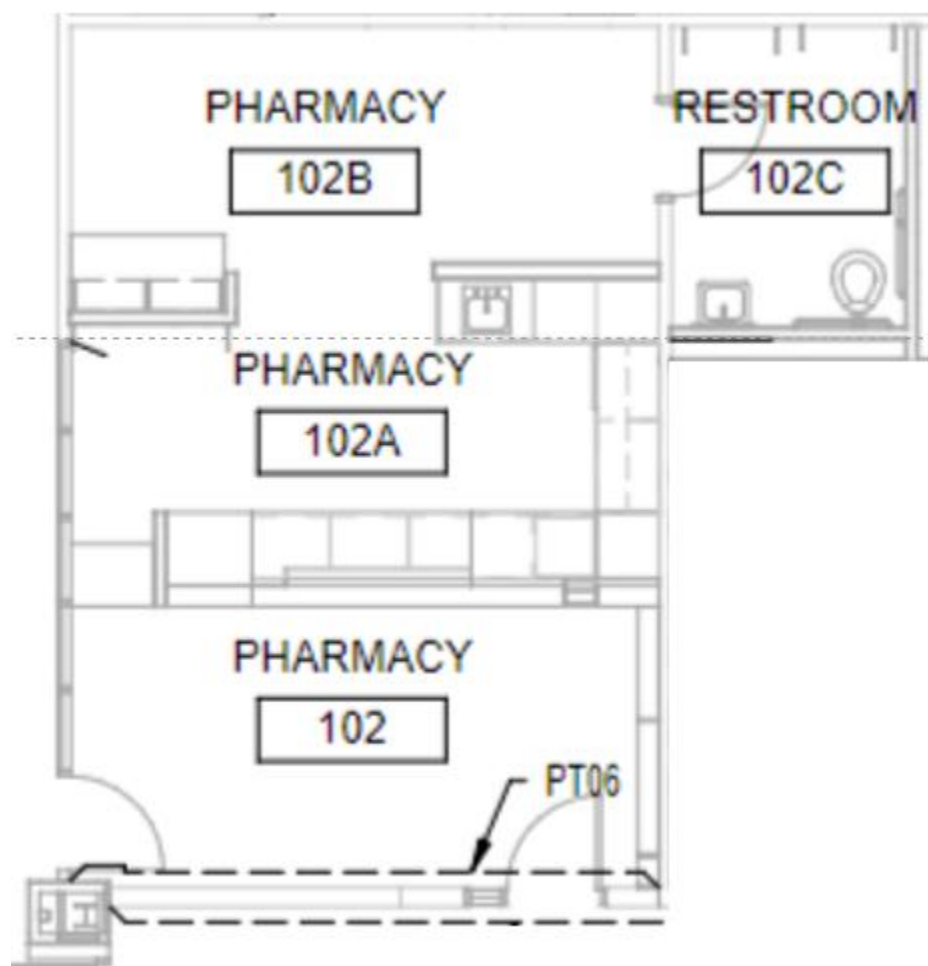
- 7.1 The proposal with the most advantageous student pricing and strongest return to the University will be given the highest number of points in our evaluation of proposals.
- 7.2 Provide a proposal for a facility use fee paid to the University for use of the University pharmacy facility within your revenue proposal. The University calculates the annual operating expenses for use of the facility to be approximately \$15,000 which includes building systems operating expenses from section 3.7 and internet access for the panic alarm and security systems from section 3.8.
- 7.3 Provide a pricing strategy with data-driven solutions to keep down costs for prescriptions and over-the-counter items.

8.0 APPENDIX

- A. Floor plan for the current pharmacy
- B. Patient care purchases

APPENDIX A

The pharmacy is in the Miller Wellness Center next to the Student Health Clinic. The floor plan for the pharmacy includes areas 102, 102A, 102B and 102 C. The square footage of the Pharmacy is 561 SF.



APPENDIX B

The successful contractor will purchase patient care items for the Student Health Clinic upon request:

- Vaccines
 - Hepatitis B
 - HPV
 - MMR
 - Tdap
- Tubersol
- Medroxyprogesterone
- Acetaminophen
- Afrin nasal spray
- Albuterol nebs
- Bacitracin ointment packets
- Cyanocobal injection
- Diphenhydramine
 - Oral
 - Injectable
- Epinephrine injection
- Fluorescein Sodium Ophthalmic strips
- Glucose gel
- Ibuprofen
- Ketorolac injection
- Lidocaine 1% injection
- Ondansetron
 - Oral
 - Injectable
- Silver nitrate applicators
- Sodium chloride solution – 3ml (about 0.1 oz) bullets
- Sweet oil