WILL COUNTY, ILLINOIS
PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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County Office Building
302 N. Chicago Street
Joliet, IL 60432

November 16, 2026

To Whom It May Concern:

You are invited to submit your sealed bid for Pharmaceutical and Consultant Services for Sunny Hill Nursing Home of Will County.

Complete bid specifications are included, **which will act as the contract and must be filled out and returned as such.**

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer MUST accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.

Sealed bids will be received in the purchasing department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **DUE NOT LATER THAN 10:00 A.M., "as so indicated by the time stamp clock of Will County", Wednesday, December 16, 2026**.

Bids will be publicly opened and read by the Will County Executive or her Representative at **10:05 A.M., Wednesday, December 16, 2026**, at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL. 60432. You are welcome to attend the meeting.

Should you have any questions regarding this bid, please contact the Will County Purchasing Department at purchasing@willcounty.gov.

We welcome your bid.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

ADVERTISEMENT OF BID
PHARMACEUTICAL AND CONSULTANT SERVICES
SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL.

SEALED BIDS TO PROVIDE PHARMACEUTICAL AND CONSULTANT SERVICES FOR SUNNY HILL NURSING HOME OF WILL COUNTY, JOLIET, IL WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 10:00 A.M., WEDNESDAY, DECEMBER 16, 2026.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 10:05 A.M., WEDNESDAY, DECEMBER 16, 2026, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL., 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcountyillinois.com AND www.demandstar.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL, 60432, (815) 740-4712 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED AS MAYBE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

INSTRUCTIONS TO BIDDERS
PHARMACEUTICAL AND CONSULTANT SERVICES
SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL.

GENERAL SPECIFICATIONS:

Sealed Bids are invited to provide Pharmaceutical and Consultant Services for Sunny Hill Nursing Home of Will County, Joliet, IL. The contract period will commence March 1, 2027, and extend through February 28, 2028, with three (3) one (1) year optional renewals.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building located at 302 N. Chicago St., Joliet, IL 60432, **not later than Wednesday, December 16, 2026, at 10:00 A.M., "as so indicated by the time stamp clock of Will County". BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **10:05 A.M., Wednesday, December 16, 2026,** at the Will County Office Building, 302 N. Chicago St., 2nd FL., Joliet, IL, 60432.

Bids must be made in accordance with the instructions contained herein.

Bid Forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with ***ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.***

Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

SEALED BID:	**SHNH PHARMACEUTICAL AND CONSULTANT SERVICES**
BIDS DUE:	**10:00 A.M., December 16, 2026**

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

SIGNATURE OF BIDS:

The County of Will expects the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County of Will and submitted in ***TRIPLICATE, ONE ORIGINAL, TWO COMPLETE COPIES AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE*** in accordance with the Instructions to Bidders.

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.

3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be posted on the Demand Star website for those who received bid documents via the internet and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

5. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to the Will County Purchasing Department, via email at purchasing@willcounty.gov. After bids are received, the Bidder will make no allowance for oversight.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids, the right to reject all bids, and the right to waive any non-material irregularities in any bid received.

CONTRACT DURATION:

The contract is to commence March 1, 2027, and extend through February 28, 2028, with three (3) one (1) year optional renewals.

SUBSTITUTIONS:

1. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents.

2. Each bidder shall enclose literature with their bid for a more accurate evaluation of the bid and these specifications.

3. Any dealer bidding using substitute and equal product must specify brand name, model number, and supply specifications of product. The Sunny Hill Nursing Home of Will County and their representatives shall judge whether an article shall be deemed to be equal.

4. Bids will be considered on equipment or material complying substantially with specifications provided, only when each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Sunny Hill Nursing Home of Will County reserves the right to determine as to whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the using department. Brand names that may be mentioned in the specifications are used only as a reference to the type and quality of materials or equipment desired.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

BID SECURITY:

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. **Money Orders or Company checks will not be accepted**. The bid bond or cashier's check of the unsuccessful bidders will be returned after the contract has been awarded. The County of Will shall return the Bid Bond or Cashiers Check of the successful Bidder after receipt of the successful bidder's Performance Bond.

PERFORMANCE BOND:

A Performance Bond in the amount of $100,000.00 (one hundred thousand dollars) will be required from the successful bidder and shall be valid throughout the life of the Contract. This amount is equal to approximately the first four (4) months of the contract. The Performance Bond will be returned at the completion of the first year upon receipt of the replacement bond or continuation certificate for the second-year contract period and same for the third year. If it is difficult to acquire a Performance Bond by the time the Contract is to commence, the County of Will will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at this time.

PRICES & QUANTITIES:

Prices shall remain in effect throughout the Contract Period, which is for a (12) twelve-month period, commence March 1, 2027, and extend through February 28, 2028, with three (3) one (1) year optional renewals.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Proposals and Submissions Subject to FOIA

Any and all submissions to the County of Will ("the County") become the property of the County and these and any late submissions will not be returned.

Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County receives a request for a document submitted, the County shall provide notice to contractor as soon as practicable. Regardless, contractor is responsible for any costs or damages associated with defending contractor's request for exemptions. Furthermore, contractor warrants that County's responses to FOIA requests where the contractor fails to assert any applicable exemptions, will not violate the rights of any third party.

Awards Subject to FOIA

Upon acceptance of a proposal, all related records maintained by, provided to, or required to be provided to the County during the contract duration are subject to FOIA. In the event the County receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor warrants that the County's responses to FOIA requests relating to a contractor, its provision of services, or the arranging for the provision of

services, or the arranging for the provision of services, will not violate the rights of any third party.

Upon request by the County (or any of its officers, agents, employees or officials), the contractor shall provide to the County at no cost and within the timeframes of FOIA a copy of any "public record" which it may have in its possession or control, as required by FOIA.

NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with all laws, statutes, regulations and/ or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful Bidder, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated. The bid is expected to be approved by January 31, 2027.

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. Bid Bond or Cashier's Check
2. Signed Copy of Prime Contractor Certification
3. Signed Receipt of Addenda
4. Signed Bid Form
5. Reference Form

BID SPECIFICATIONS:

Sunny Hill Nursing Home of Will County *(Facility)* is engaged in the operation of a nursing facility and requires pharmacy services of consulting and pharmaceutical services. The facility adheres to a philosophy and model of care known as "Resident-centered care", which ensures that the residents of the facility have an active voice and the ability to make decisions and choices about their medical care, residential services provided in the facility and must be reflective in all policies and procedures of the facility. All services provided must also meet the applicable laws and regulations for local, state, and federal bodies.

The Pharmacy will be responsible for addressing each of the following points in detail in bid response.

SCOPE OF WORK:

Pharmaceutical Services is to be provided by a qualified, licensed pharmacy capable of providing drugs, intravenous solutions, biological and pharmaceutical services as required by the residents as ordered by their physicians. Sunny Hill is licensed for 157 residents. The current vendor is RxPerts Specialty RX, Chicago, IL

The Pharmacy will provide Facility with copies of current licenses for itself, Registered Pharmacist, and Registered Nurse(s) along with proof of certificate of liability insurance.

Pharmacy Services and Communications:

a) The Pharmacist is available 24 hours a day, 365 days a year for questions by phone.
b) Provide up-to-date Pharmacy Policy Manual.

PRIOR AUTHORIATION SERVICES (ILLINOIS)

1. The Contractor shall maintain a comprehensive prior authorization support program that complies with all applicable federal and Illinois laws, regulations, and payer requirements, including the Illinois Prior Authorization Reform Act.
2. The Contractor shall promptly identify all medications requiring prior authorization and notify designated facility staff and the prescribing practitioner immediately upon receipt of the prescription order.
3. The Contractor shall provide all available formulary information, therapeutic alternatives, claim rejection details, and supporting documentation necessary to facilitate the prior authorization process.
4. The Contractor shall assist prescribing practitioners and facility staff with submission, monitoring, and follow-up of prior authorization requests utilizing electronic prior authorization processes whenever available.
5. The Contractor shall maintain documentation of all prior authorization activities and communications and provide status updates to the facility until a final determination is received.
6. The Contractor shall implement escalation procedures for urgent, time-sensitive, life-sustaining, or medically necessary medications to minimize interruption of treatment.
7. The Contractor shall, when permitted by law, payer policy, and professional standards, provide emergency or interim medication supplies to prevent interruption of resident care while prior authorization determinations are pending.
8. The Contractor shall maintain written procedures designed to minimize delays in treatment associated with prior authorization requirements and ensure continuity of pharmaceutical care for facility residents.
9. The Contractor shall report quarterly regarding prior authorization turnaround times, pending requests, denials, appeals assistance, and identified barriers to timely medication access.

DELIVERY PERFORMANCE STANDARDS

1. Routine medication orders shall be delivered within twenty-four (24) hours of receipt of a complete medication order.
2. Orders received prior to the Contractor's established daily cutoff time shall be eligible for same-day delivery.

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3. New admission medication orders shall be delivered within four (4) hours of receipt of the order.
4. Stat, emergency, urgent, or first-dose medication orders shall be delivered within two (2) hours of receipt of the order, twenty-four (24) hours per day, seven (7) days per week.
5. After-hours medication orders shall be delivered within four (4) hours of receipt.
6. The Contractor shall maintain an accessible Stat Safe and/or emergency medication kit sufficient to prevent interruption of resident care pending delivery of pharmacy stock medications.
7. The Contractor shall maintain courier services, tracking procedures, and documentation demonstrating compliance with required delivery timeframes.
8. The Contractor shall provide quarterly performance reports documenting compliance with contractual delivery standards.

Specialty Pharmacy and Emerging Medication Access Provision

The Contractor shall maintain the capability to provide, coordinate, and manage medications dispensed through specialty pharmacy channels, including but not limited to high-cost, limited-distribution, biologic, injectable, and disease-specific therapies. The Contractor shall establish and maintain relationships with specialty pharmacy providers and manufacturers as necessary to ensure uninterrupted access to prescribed specialty medications for facility residents.

The Contractor shall also demonstrate the ability to promptly evaluate, procure, and dispense newly approved medications, including specialty and limited-distribution products, as they become commercially available and are prescribed for residents. The Contractor shall have processes in place to monitor new drug approvals, manage formulary updates, facilitate prior authorization requirements, and coordinate with prescribing practitioners to ensure timely resident access to clinically appropriate therapies.

The Contractor's inability to directly dispense a specialty or newly approved medication shall not relieve the Contractor of responsibility for coordinating access through qualified specialty pharmacy partners. The Contractor shall provide consultation and support to facility staff regarding medication availability, reimbursement considerations, and clinical monitoring requirements associated with specialty and emerging therapies.

CONSULTANT PHARMACIST SERVICES:

Pharmacy Consultant Services include a licensed pharmacist and registered nurse who will:

a. Be responsible for the general supervision of the facility's pharmaceutical services and
b. Provide enough hours to perform consulting service to Facility and its staff as requested.

More specifically, the Consultant will:

1. Provide general supervision of Facility's procedures for the control and accountability of all drugs, intravenous solutions, biological and supplies throughout the facility and ensures that Facility's policies and procedures are following applicable local, state, and federal laws and regulations.

2. Review the records for receipt and disposition of controlled drugs and the maintenance of such records in sufficient detail to allow an accurate reconciliation.

3. Review the drug regimen of each resident in the facility and report in writing any irregularity to Facility's Administrator, Medical Director, the resident's physician, and the Director of Nursing.

4. Consult the attending physicians and nurses to ensure compliance with the Pharmacy Formulary as it relates to residents receiving services from Pharmacy.

5. Work with Facility staff to ensure that inspections are done of each nursing station, its related drug storage area, and resident health records and those findings are documented in Consultant's report.

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6. Ensure the proper labeling of all drugs, intravenous solutions and biological and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable.

7. Provide written reports to the Administrator, Quality Assurance Committee or Director of Nursing regarding the status of Facility's pharmaceutical services and staff performance on a mutually agreed upon basis.

8. Participate in meetings of the Pharmacy & Therapeutics Committee, Quality Assurance Committee, Infection Control Committee and/or any other committee meetings, with reasonable prior notice and during regularly scheduled visits to the facility.

9. Assist in the development of, and/or conduct, when requested by Facility Administrator and as mutually agreed to by Pharmacy and Facility, programs for in-service education on subjects related to the pharmaceutical services rendered; such in-service education to be conducted by consultant or his/her qualified designee.

10. Provide a tailored program that encompasses the educational, regulatory, and cost containment concerns of the facility while assuring appropriate medication therapy for each resident.

11. Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state, or federal laws and regulations.

12. Assist in developing Facility's policies and procedures for routine and emergency/disaster drug control electronic medication administration record.

13. Licensed pharmacists perform routine medication regimen reviews, check for dangerous drug interactions, evaluate fall risks, and help facilities comply with State and Federal regulations.

CONSULTANT NURSE SERVICES:

Pharmacy will provide to Facility duly licensed and registered nurse(s) who will devote a sufficient number of hours to perform consulting services to facility and its staff, as requested, as follows:

1. Perform as needed review of facility's staff procedure and administration of medications as dictated by facility's philosophy of Resident-Centered Care
2. Provide survey preparation and support.
3. Review the electronic medication administration record quarterly for reconciliation of medications against medication orders and pharmacy record to avoid potential discrepancies
4. Provides in-service training upon request.

SUNNY HILL NURSING HOME of WILL COUNTY (Facility) will:

1. Make available to consultant adequate working space to allow Consultant to fulfill his/her obligations under this Agreement.

2. Ensure the Consultant has access to all resident records.

FAIR MARKET VALUE OF GOODS and SERVICES:

1. The price at which Pharmacy is selling the goods and/or services to Facility and/or its' residents fairly represents the fair market value of such goods and/or service, without a discount of any kind. The said price is above Pharmacy's costs for the goods and/or service. Pharmacy shall not differentiate in charges for goods and/or services to Facility residents, based on the resident's status as a Medicare Part A resident, a Medicare Part B resident, a Medicare Part D resident, a Medicaid

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resident, a private pay resident, or a resident with a private insurance carrier paying for the goods and/or services.

2. Facility may purchase “house supply” items (OTC drugs and goods) from Pharmacy as allowed by applicable local, state, and federal laws and regulations.

PAYMENTS TO PHARMACY:

1. For services of pharmacist, Facility will pay the pharmacy a fee per month, based on bed capacity.

2. For services of registered nurse, Facility will pay monthly to pharmacy.

    a. For a registered nurse, a fee per hour.

3. Each month, the Pharmacy will furnish to the Facility an invoice of the amount due the Pharmacy for the preceding month.

TERM and TERMINATION:

1. **Initial and Renewal Terms:** The term of this Agreement will commence on March 1, 2027, and continue through and include February 28, 2028 (‘Initial Term”) and be subject to three (3) additional twelve-month renewal periods provided there is no change in the terms, conditions, specifications and pricing structure unless mutually agreed to in writing by both parties. In no event shall the term plus renewals exceed four (4) years.

2. **Termination:** If either party defaults in the performance of its obligation under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting party will have the right, in addition to any other rights it may have, by further written notice to terminate this Agreement on any further date not less than ten (10) days from the date of such further notice.

PHARMACEUTICAL SERVICES:

1. The Pharmacy will be responsible for addressing each of the following points in detail in bid response:

    a. Supply only approved drugs, intravenous solutions, biological and supplies in compliance with applicable local, state, and federal laws and regulations for residents and Facility.

    b. Render all services in accordance with any applicable requirements of local, state, and federal laws and regulations, community standards of practice, and the Pharmacy’s Policies & Procedures Manual, reflecting the facility’s philosophy of Resident-centered care.

    c. Label all mediation in accordance with local, state, and federal rules and regulations.

    d. Pharmacy will provide medication carts (chosen by facility), treatment carts, and emergency carts, infusion pumps and products, Pharmacy and infusion policy and procedure manuals, all pharmacy-related forms and paper supplies and facsimile machines. Unit dose medication must be labeled with resident’s name and drug, packaged and sealed individually (no bingo cards except for controlled schedule 2 medications, not to exceed a 14-day supply). The Pharmacy will, at its expense, be responsible for ongoing maintenance and repairs to pharmacy equipment used at the Facility.

    e. Must integrate with facilities current electronic medication administration software Point Click Care immediately upon contract acceptance.

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f. Be responsible for all third-party billing for Medicaid (including Managed Care), Medicare D, private pay, and private insurance. Prior authorizations will be processed by the pharmacy in conjunction with staff/physician before medication is sent. Pharmacy staff shall coordinate Med D to ensure paperwork is completed or order is changed. Pharmacy is to contact Med D plans directly for prior authorization.

g. Maintain drug profiles on each resident in the Facility.

h. Provide drug information and consultation to the Facility's licensed professional staff regarding such drugs, intravenous solutions, biological and supplies ordered.

i. Provide an automated dispensing machine with a bar code scanner for dispensing emergency drugs, supplies and other medications to allow for immediate, on-site, controlled access of first dose 24/7 as approved by the Facility's Quality Assurance Committee and any other committees of the Facility.

j. Ensure a qualified representative from the Pharmacy is available for attendance at the Facility's Quality Assurance Committee, the Infection Control Committee and any other committee meetings.

k. Conduct, when required by the facility Administrator or Director of Nursing and as mutually agreed to by the Pharmacy and the Facility, programs for in-service education for subjects related to the pharmaceutical services rendered with said in-service education to be conducted by the pharmacist or his/her qualified designee.

l. Pharmacy will pick up and dispose of empty unit dose medication packaging except those prohibited by law

DELIVERY SCHEDULE:

Pharmacy agrees to deliver to Facility any prescriptions and supplies daily, seven (7) days per week, Monday through Sunday. An additional delivery will be made in the P.M.s, including holidays and weekend days (Saturday and Sunday).

EMERGENCY DRUG SERVICE:

The Pharmacy will provide any drug, intravenous solution, biological and supply needed on an emergency basis within four hours. In the event the Pharmacy cannot furnish an ordered medication within four hours, the Pharmacy will make arrangements with another pharmacy supplier in a community local to the Facility to provide such service(s) to the Facility. The Pharmacy will notify the Facility of any such arrangement. The delivery of such emergency drugs will be at no cost to the facility.

RESIDENT'S RIGHT to CHOOSE:

Facility will comply with all applicable local, state, and federal laws and regulations regarding a resident's right to choose his or her own pharmacy as long as the medications are provided in the same manner as the facilities pharmacy.

ORDERING:

Facility may purchase "house supply" (OTC drugs and goods) items from the Pharmacy or vendor of choice as allowed by applicable local, state, and federal laws and regulations.

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PAYMENTS to PHARMACY:

1. Pharmacy will bill Facility for all drugs, intravenous solutions, biological and supplies provided to Medicare residents (PPS) on an agreed upon Per-Diem Rate for Part A.

2. Facility will be responsible for billing and collection for all drugs, intravenous solutions, biological and supplies provided to Medicare resident (PPS).

3. Pharmacy will be responsible for billing and collection for all drugs, intravenous solutions, biological and supplies provided to private insurance, private pay, Medicaid, Medicare D residents and to residents covered by any other governmental reimbursement program.

4. The price at which Pharmacy is selling/billing drugs to Medicare D residents is pre-determined by what PDP (Pharmaceutical Drug Plan) the resident has for drug coverage. The Pharmacy needs to be contracted with all PDPs in Region 17 (Illinois) for Medicare D coverage. Any "out of Network" costs incurred for physician ordered medications would be covered by Pharmacy.

5. Pharmacy will submit a monthly invoice to Facility for goods and services provided residents or Facility itself.

BILLING DATA AND REIMBURSEMENT STATUS:

Facility will provide the Pharmacy with the necessary billing data, including, but not limited to, Medicare and Medicaid numbers (including managed care assigned organization), resident name, responsible party, billing address, phone number, physician names, and any other pertinent data as required by the Pharmacy. This information will be provided at time of admission and as changes occur,

Facility will provide all daily census information under agreed method to the pharmacy.

The facility will notify pharmacy daily of any changes in resident medication upon receipt of physician's order or of changes as a result of room transfer or discharge, and/or any payor source changes.

Pharmacy must provide separate accurate billing for Medicare Part A or any billing type deemed necessary by facility finance office.

The pharmacy will work in tandem with facility to ensure Medicaid residents do not receive monthly statement of charges.

Pharmacy will provide credits for split billing when changes in payor sources dictate.

Pharmacy must credit for unused medication.

Pharmacy to include fee schedule and estimated cost to the Facility on an annual basis for services indicated. Information and cost estimates on additional services available should be indicated separately.

LEGAL COMPLIANCE

Consultant shall comply with any and all Rules, Regulations, Laws, Public Acts, Policies and/ or Ordinances of any kind whatsoever, specifically including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments thereto and in addition shall enter into an agency agreement with the facility as required by HIPAA.

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PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____
Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

_____ _____
Representative of Company Title

_____ _____
Signature Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

DRAFT

WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Bid Form

SHNH Pharmaceutical & Consultant Services **#2027-14**

Name_____ F.E.I.N> #_____
Address_____
City_____ State_____ Zip_____
Contact Person_____ Phone_____
Email Address_____

THIS IS NOT AN ORDER

Will County Agency Name:

For additional information contact purchasing@willcounty.gov

The bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

Submittal Requirement Checklist: Each of the following items must be submitted for the bid to be considered.

_____ A. Bid Bond or Cashier's Check
_____ B. Signed Prime Contractor Certification Form
_____ C. Signed Addenda Form
_____ D. Signed Bid Form
_____ E. Reference Form

Compensation to Pharmacy	Fee Per Hour	Fee Per Month	Extended Annual
For services of pharmacist: Facility will pay the pharmacy a fee per month, based on occupied beds (maximum 157 bed capacity):			
IV Nurse Services: Facility will pay hourly to pharmacy for an "IV" nurse for instruction:			
Consultant Nurse Services: Facility will pay a monthly to pharmacy for a registered nurse:			
List of any additional charges to facility from pharmacy:			

Signature:_____ **Title:**_____

Representative of Company

WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

SHNH Pharmaceutical & Consultant Services **#2027-14**

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addendum Form

SHNH Pharmaceutical & Consultant Services **#2027-14**

Name_____ F.E.I.N> #_____
Address_____
City_____ State_____ Zip_____
Contact Person_____ Phone_____
Email Address_____

THIS IS NOT AN ORDER

Will County Agency Name:

For additional information contact purchasing@willcounty.gov

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No.____, dated_____, signed_____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No.____, dated_____, signed_____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No.____, dated_____, signed_____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No.____, dated_____, signed_____

Addendum Receipt: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No.____, dated_____, signed_____

LATE BIDS CANNOT BE ACCEPTED!

Vendor Return Address:
SEALED BID DOCUMENT
BID #: **2027-14**
DUE DATE: **12/16/26**
DUE: **10:00 A.M.**
DESCRIPTION: **SHNH PHARMACEUTICAL/ CONSULTANT SERVICES**
DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

DRAFT