



STATE OF DELAWARE
DEPARTMENT OF CORRECTION

May 8, 2020

ISSUED BY: Craig Fetzer
Purchasing Services Administrator
(302) 857-5412

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DOC1427-PHARM
Correctional Healthcare Pharmaceutical Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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The Provider(s) contract shall be valid for a four (4) year contract term period from July 1, 2014 to June 30, 2018. The contract may be renewed for two (2) additional two (2) year terms through negotiation between the Provider and Delaware Department of Correction. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current contract.

Addendum 2 extends the contract effective July 1, 2018 through June 30, 2020.

Addendum 3 extends the contract effective July 1, 2020 through June 30, 2022.

2. VENDOR

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DOC1427-PHARM
FSF ID#: 0000040264

Correct RX Pharmacy Services, Inc.
1352-C Charwood Road
Hanover, MD 21076
Contact: Ellen H. Yankellow, President & CEO
Phone: (800) 636-0501
E-Mail: eyankellow@correctrxpharmacy.com

3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. PRICING

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Contract pricing for the monthly per Inmate per Month (PIPM) management fee may be increased by 3% annually, effective July 1, 2020 and July 1, 2021.

The billing rate for on-site pharmacists may be increased by 3% annually, effective July 1, 2020 and July 1, 2021.

All other services and pricing provided shall be in accordance with the same terms and conditions as set forth in the original contract dated and in effect July 1, 2014.

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. PAYMENT

The Delaware Department of Correction will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Department of Correction to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOC1427-PHARM** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

Provide professional pharmaceutical services to serve the needs of the State of Delaware and its incarcerated offender population.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be

obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.