

RIVERSIDE REGIONAL JAIL AUTHORITY

500 FOLAR Trail

North Prince George, VA 23860

Purchasing Department

(804) 524-6600 ext. 6030

**REQUEST FOR PROPOSAL**

**SEALED**

**Issue Date: November 16, 2018**

**RFP #871-19**

Title: Pharmaceutical Services:  
The Riverside Regional Jail Authority (RRJA) solicits interested Contractors to submit Request for Proposals (RFP) to provide Pharmaceutical Services for RRJA. (Renewable Contract)

Closing Date and Time: **December 28, 2018, 11:00 AM**

Issuing Authority: Riverside Regional Jail Authority  
Purchasing Department, Attention Michelle Jackson  
500 FOLAR Trail  
North Prince George, VA 23860

Receipt of Proposals: Sealed proposals will be received until December 28, 2018, 11:00 AM, for furnishing the goods/services described herein. \*Submittal, in one original and five (5) copies, one electronic copy and one redacted copy, marked RFP # 871-19, "A Proposal for Pharmaceutical Services for RRJA"

If proposals are mailed or Hand Carried send directly to issuing authority above. Proposals will not be accepted via Fax machine.

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against a Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Contractors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

VA State Corporation Commission ID #: \_\_\_\_\_

Minority/Female     [       ] yes                    [       ] no

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FOR  
RFP # 871-19

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## 1. RFP REQUIREMENTS AND INFORMATION

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Purchasing Manager, Riverside Regional Jail Authority, 500 FOLAR Trail, North Prince George Virginia 23860 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Contractors need to submit their Federal Identification Number on a W-9 form included in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The Contractor's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

Proposals must be in a sealed envelope/package and marked "RFP #871-19, "Pharmaceutical Services for RRJA"

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

The Contractor will be responsible for all requirements and successful performance of this contract.

### 1.1. Purpose

The primary objective of this contract is to provide pre-packaged prescription delivery system, pharmaceutical support and cost containment system.

- The contract shall apply to all inmates that are housed in or in the custody of the Regional Jail. This contract is to provide for medically necessary services that are cost effective.
- RRJA requests proposals from qualified vendors to provide pharmaceutical services to include:
  - All-inclusive provision of pharmaceuticals, including but not limited to over the counter medications, iv medication, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals.

### 1.2. Inquiries

Any explanation desired by a Contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, December 3, 2018, to the RRJA Purchasing Manager listed below and clearly marked "Questions for Pharmaceutical Services for RRJA". Questions may be sent via email or facsimile to:

Michelle Jackson,  
Purchasing Manager, Riverside Regional Jail  
500 FOLAR Trail  
North Prince George VA 23860  
[mjackson@rrja.org](mailto:mjackson@rrja.org)  
Facsimile (804) 524-6659

Revisions to this RFP or answers to questions concerning this RFP will be issued as addendum. RFP addendum will be distributed to all Contractors who were sent this RFP and posted on Virginia Business Opportunities' and RRJA web sites. Any addendum shall become part of this RFP and part of any contract resulting from this RFP.

1.3. **Contract Period**

This contract shall be for a term of three (3) years, starting on March 1, 2019. This agreement will automatically renew for three (3) additional two-year terms unless either party gives written notice of termination at least one hundred twenty (120) days before the end of the original term. For additional information on contract period terms please refer to page 98 Section 10.6. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the Contractor agrees to accept a contract for the full term of the contract.

1.4. **Contract Administration**

RRJA will administer the contract. The successful Contractor will be required to bill RRJA directly. Any problems with delivery, payment, credit, etc. for invoices for RRJA will be handled directly by RRJA.

1.5. **Communication with Staff**

From the date the RFP is issued until a Contractor has been selected and officially announced, all communication regarding this RFP by potential Contractors and employees of RRJA shall be in writing and addressed to the Purchasing Office.

Once a Contractor is preliminarily selected, that Contractor is restricted from communicating with RRJA staff and contracted staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
- Contacts made pursuant to any pre-existing contracts or obligations;
- RRJA-requested presentations, key personnel interviews, and
- Clarification sessions or discussions to finalize a contract.

1.6. **Prime Contractor Responsibilities**

The Contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the Contractor performs them. Further, RRJA will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Contractor will provide a toll free telephone number, and a mobile number, for contractual service related issues. Contractor shall also provide a fax number and email address in its response to this RFP

The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations here under without the prior written consent of the other.

The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. RRJA reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontractors found to be unacceptable.

**1.7. Rejections of Proposals**

RRJA reserves the right to reject any or all proposals, wholly or in part. RRJA reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of RRJA.

**1.8. Schedule**

ACTIVITY	DATE/TIME
1. Release date for Request for Proposal	November 16, 2018
3. Last day to submit written questions	4:00 p.m., EST, December 3, 2018
4. RRJA responds to written questions through RFP Addendum to be sent to all prospective Contractors.	December 7, 2018
5. Proposal Due Date	11:00 a.m., EST, December 28, 2018
6. Tentative Oral Presentations	January 14-17, 2019
7. Tentative Pricing Proposals Due	January 21, 2019
8. Tentative Second Oral Presentation	January 21, 2019
9. Tentative Negotiations	January 25, 2019
10. Estimated Contract start date	March 1, 2019

**1.9. Oral Presentations**

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to RRJA. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to RRJA.

Once proposals are received, RRJA shall engage in Oral presentations with two or more Contractors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. . The oral presentation is an opportunity for RRJA Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Contractor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, are tentatively scheduled for January 14-17, 2019. Repetitive oral presentations shall be permissible. At the request of the first oral presentation RRJA may discuss non-binding estimates of the project cost. After the conclusion of the oral presentations, on the basis of the evaluation factors outlined herein and all information developed in the selection process up to that point, RRJA shall select in the order of preference two or more Contractors who's professional qualifications and proposed services are deemed most meritorious. Negotiations shall than be conducted, beginning with the Contractor ranked first. If a contract can be successfully negotiated with that Contractor, an award shall be made. If not, negotiations with the Contractor shall be terminated and negotiations conducted with the Contractor ranked second and soon, until a contract can be successfully awarded. Should RRJA determine in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Contractor. If conducted, will be conducted at the discretion of RRJA.

#### 1.10. **Proposal Evaluation**

RRJA will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below each section.

- Financial Depth and Stability
- Corporate Experience and Background- past and current performance as a contractor in the pharmaceutical services. This includes the size and organizational structure of the company, experience, and expertise of current staff, number of years in industry. Ability to work in a correctional environment with a population count that exceeds 1000 inmates. Ability to work with an onsite medical services provider to meet the day to day needs of a large scale pharmacy operation.
- Operational and Programmatic Approach to Delivery of Services – delivery service methodologies, automation, and technical advances in filling prescriptions, providing automated records, reports and the cost mitigation for back- up pharmacy use.
- Accessibility – the degree of accessibility that the contractor will be able to provide to
- References

#### 1.11. **Definitions**

The following terms used in this Request for Proposals (RFP) shall, unless the context indicates otherwise, have the meanings set forth below:

- ACA Standards means the Standards for Adult Local Detention Facilities published by the American Correctional Association as hereafter supplemented or amended.
- ACRS – Adult Community Residential Services
- Average Daily Inmate Population - Average daily inmate population is the total number of inmates confined in the jail as reflected in the Daily Inmate Census and Monthly Average Inmate Census reports which will be provided by the Contract Administrator.
- BOC – The Board of Corrections is a nine-member, policy-making Board appointed by the Governor for the Department of Corrections, subject to confirmation by the General Assembly.
- Facility – Riverside Regional Jail Authority.
- Fiscal Year - The Commonwealth Fiscal Year, i.e., July 1 through June 30.
- Inmate - means male, female and juvenile (offender under 18 years of age) offenders detained at the RRJA or Pre Release Center.
- Inmate Count - The total number of Inmates in the custody of RRJA each day. This information will be provided to the Contractor by the RRJA on a daily basis. Inmates assigned to Home Electronic Monitoring (HEM) will not be included in calculating the average daily inmate population.
- National Commission On Correctional Health Care (NCCHC) - The mission of the National Commission on Correctional Health Care is to improve the quality of health care in jails, prisons and juvenile confinement facilities. NCCHC's Standards for Health Services are their recommendations for managing the delivery of medical and mental health care in correctional systems. The Standards help correctional and detention facilities improve the health of their inmates and the communities to which they return; increase the efficiency of their health services delivery; strengthen their organizational effectiveness; and reduce their risk of adverse legal judgments.

- Contractor - means the Contractor awarded the contract.
- Superintendent - The Chief Administrative Officer of the RRJA.
- Personnel - Employees of the Contractor or any subcontractor or independent contractor of the Contractor. Employees of the Contractor or any subcontractor shall not be deemed City Employees.
- Project Manager - means the person appointed by the Superintendent who will be the official liaison between the successful contractor on all matters pertaining to this solicitation and subsequent agreement.
- Psychotropic Medication - Medication used for mental health treatment, including but not limited to antipsychotic medication, antidepressant medication, mood stabilization medication, and anxiolytic medication.
- RRJA - means Riverside Regional Jail Authority.
- Services - Pharmaceutical services provided by the Contractor to Inmates pursuant to this Contract.
- Service Commencement Date - means the first day that the Contractor begins delivering Pharmaceutical Services 871-19.
- Standards - means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and ACA and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to Contractor. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by RRJA.

## 2. GENERAL INFORMATION

This request for proposal is designed to solicit proposals from qualified firms for providing Pharmaceutical Services for the RRJA, located at 500 FOLAR Trail North Prince George VA 23860. The average daily population (ADP) for the fiscal year of 2018 was 1,538; this is including the pre-release center (118). The ADP of RRJA may increase to over 1,600 including the pre-release center (200).

Firms responding to this RFP must have a proven and verifiable record of providing Pharmaceutical Services with a comparable size agency and scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit RRJA to award a contract. RRJA reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of RRJA, revisions or amendments will require substantive changes in proposals, the due date may be extended.

RRJA reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by RRJA, based upon the availability of supplemental or expanded funding or grants. RRJA reserves the right to reduce the scope of services during the contract term.



Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of Contractors and is not guaranteed to be relied upon for future volume levels.

The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. RRJA is not responsible for any costs associated with the Contractor's development of the response proposal.

RRJA may entertain alternative proposals submitted by any or all Contractors but the primary response must correspond directly to the immediate requirements of the RFP (or that specific section of the RFP if only a particular service is being bid).

### **3. PROPOSAL FORMAT**

Proposals shall be in the format described below and must include the following:

#### **3.1. Section One - General Information about the Contractor**

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

- **Letter of Transmittal**

Prepare a brief letter which provides the following information:

- Name and address of the Contractor
- Name, title and telephone number of the contact person for the Contractor.
- A statement that the proposal is in response to the Pharmaceutical Services Request for Proposal.
- A statement acknowledging and accepting the terms and conditions of this Pharmaceutical Services Request for Proposal.
- The signature, typed name, and title of an individual who is authorized to commit the Contractor to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.

##### **3.1.1. Executive Summary**

Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Contractor's technical approach and the Contractor's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.

##### **3.1.2. Contractor's Organization and Staffing**

This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.

##### **3.1.3. Documented Experience**

The Contractor must describe the Contractor's background and experience to demonstrate the Contractor's ability to operate a Pharmaceutical Services as described in the Pharmaceutical Services RFP.

#### **3.2. Section Two - Current and Previous Contracts**

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section Two shall include:

3.2.1. Current Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Contractor is providing Pharmaceutical Services and the length of time that each contract has been in effect.

3.2.2. Previous Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Contractor has terminated Pharmaceutical Services, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.

3.2.3. Legal Action

Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.

3.2.4. Audited Financial Statements

Provide audited financial statements for the most recent fiscal year and previous year to support the Contractor's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Contractor must be clearly delineated in the proposal.

3.3. **Section Three - Contractor's Work Plan**

Describe in detail the Contractor's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

3.3.1. Contractor's Work Plan

Describe in detail:

- Actions the Contractor will take to start up and provide ongoing Pharmaceutical Services for Riverside Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Contractor's approach to task accomplishment, and a timeline for completion of tasks and implementation of Pharmaceutical Services.
- Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding contractual related issues.

3.4. **Section Four - Exceptions and Deviations**

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non compliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

3.5. **Section Five - Technology Enhancements and Other Services**

Contractor may use this section to describe technology enhancements, software applications, other services, etc that are available through or recommended by the Contractor.

3.6. **Contractor Notification**

The successful Contractor submitting proposals shall be notified in writing within one hundred and twenty (120) days or less after the date specified for receipt of proposals December 28, 2018).

### 3.7. **Evaluation and Selection**

Evaluation and selection of a Contractor will be based on the information submitted in the proposals plus any required oral presentations and demonstrations. There may be further information required for clarification purposes after the proposals are submitted.

RRJA reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of RRJA. RRJA also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves RRJA's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals. RRJA will consider any other factors that are in RRJA's best interest.

## 4. **CONTRACTOR PARTICIPANT CONSIDERATIONS**

### A. Contractor Qualifications

To qualify for this contract, the Contractor should:

- Demonstrate the Contractor has experience providing Pharmaceutical Services in jails with an average daily inmate population of 1000 or more for three years.
- Demonstrated understanding of the project, response to overall proposal and compliance with submission guidelines
- Implementation process and plans for compliance
- Demonstrate financial stability.
- Billing and collections procedures including reimbursement for returned and unused medication.

### 4.1. **Organizational Structure of Contractor**

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The Contractor must also indicate the specific firm strengths that are most compatible with RRJA's RFP objectives of the Contractor.

#### 4.1.1. Organizational Charts

A table of organization/organizational chart must be submitted in the proposal to include the corporate hierarchy to the level of owner/board of directors, although names for board members are not necessary. Both position titles and names of each incumbent must be included with the reporting structure clearly identified. The tables of organization should relate to the lowest level being the on-site format for reporting and lines of command. This may require the submission of multiple organizational charts.

#### 4.1.2. Resume Information

Each company must provide resume information on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, including information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel.

#### 4.2. **Experience, Client List and References**

##### 4.2.1. Geographic Scope

The Contractor must identify the geographic scope of the firm, whether local, within regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from RRJA) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

##### 4.2.2. Client List

Each responder must submit a detailed list of all projects and clients for the last three years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached. The Contractor must also specifically disclose any contracts with jails or prisons that the Contractor has terminated prior to the normal contract expiration date. Failure to disclose such terminations may be grounds for RRJA to reject the proposal and eliminate it from further consideration.

##### 4.2.3. Client References

Each submission must include a list of three client references providing information described in [Exhibit 2 – Client References](#). References must be from contracts with jails with average daily inmate population greater than 1000. Contracts with reference jails must have been in effect for at least one year and at least three of the references must be from current contracts. This information must be provided or the submission may be disqualified.

#### 4.3. **Confidentiality**

All materials and information provided by RRJA or acquired by the Contractor on behalf of RRJA shall be regarded as confidential information and handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure that HIPPA standards will be adhered to.

#### 4.4. **Contractor Contact – Proposal and Contract**

Each company must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. RRJA must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and RRJA will be the sole judge of the adequacy of the replacement.

The central contract person identified for the implementation and ongoing operation should be the Health Service Administrator. This person is expected to be the overall on-site Project Manager, who will be responsible for overseeing all aspects of health services, reports, presentations, etc., and all work performed under this contract.

The contact person identified by the company must be available via cellular phone. At the initiation of the contract, the contact person/Health Service Administrator must be available around the clock on an ongoing basis.

#### 4.5. **Corporate Stability and Financial Strength/Depth**

RRJA will evaluate proposals on the basis of the Contractor's financial stability and the Contractor's capacity to undertake and sufficiently support the project. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the Contractor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns. An unsatisfactory ranking with regard to financial issues may be grounds for RRJA to reject the proposal and eliminate it from further consideration.

### 5. **GENERAL REQUIREMENTS**

The purposed services should provide specialized pharmaceutical services including a comprehensive pharmaceutical services program for RRJA. Services provided shall be in compliance with all governing federal, state and local laws, statutes, rules and regulations.

#### 5.1. **Background Information**

RRJA consists of two units; the main facility and the pre-release center. RRJA's current medical department includes: management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on-site routine and specialty services, and medical/dental/office supplies and services in accordance with the American Correctional Association (ACA), and Virginia law.

##### Main Facility

- RRJA is located at 500 FOLAR Trail in North Prince George. RRJA was opened in 1996 with a design capacity of 736 inmates. In 2007, the facility was expanded increasing the capacity to 1372 inmates.
- The average daily inmate population of the Main Facility during fiscal year 2018 was 1538. The ADP of RRJA may increase to over 1,600.
- The Main Facility is a two-story facility with five housing units. Each housing units has five pods and five specialized areas to include two medical housing units, two restricted housing units and a juvenile unit.

##### Pre-Release Center

- The Pre-Release Center is located at 400 FOLAR Trail in North Prince George and is immediately beside but not connected to the Main Facility. The Pre-Release Center houses the Community Corrections Division which includes the Weekenders, Work Release and programs.
- During fiscal year 2018 the average daily inmate population of the Pre-Release Center was 118 inmates. The ADP of the Pre-Release Center may increase to over 200.

#### 5.2. **Statistics**

An overview of statistical data for pharmaceutical services is at [Figure 1 – Statistical Data](#). The information was taken from data available or best estimates and is believed to be reasonably accurate. Contractors shall verify data wherever possible and ask for any other information needed to prepare their response to the RFP.

## 6. SCOPE OF SERVICES

### 6.1. General Requirements

- 6.1.1. The contractor shall provide daily medical prescriptive and non-prescriptive services in a cost effective and efficient manner. The Contractor shall provide all medical prescriptive and non-prescriptive services in accordance with all applicable federal and Virginia statutes and regulations and the standards established by the American Correctional Association, the National Commission on Correctional Health Care for health services in jails, and Virginia Department of Corrections Standards. The Contractor shall provide such medicinal prescriptive and non-prescriptive services using only licensed, registered, certified and professionally trained pharmacists.
- 6.1.2. RRJA requires an innovative system based on sound pharmaceutical practices operating within the laws of the Commonwealth of Virginia and the United States. The proposed system will provide for the delivery of prescribed and over the counter medications, medication packaging, cost containment, management reports and pharmaceutical support. The proposed system will also meet the following core specification:
  - 6.1.2.1. The delivery of Pre-Packaged prescription medications with high system availability, 24 hours a day, six days a week.
  - 6.1.2.2. All orders submitted shall be delivered to the facility the next day, except Sunday and federal holidays. All deliveries shall be delivered in accordance with the facilities rules and regulations governing security for the facility.
  - 6.1.2.3. Contractor shall arrange for next day delivery of all orders that the facility has faxed, telephoned or submitted electronically to the Contractor by 4:00 pm. RRJA will order each refill by 4:00 pm
  - 6.1.2.4. Contractor will ship all orders six days a week, Monday through Saturday, for next day delivery excluding Sundays and major federal holidays. All necessary orders for Sunday will be processed by a prearranged contracted local back up pharmacy or will be shipped Monday.
  - 6.1.2.5. Contractor will deliver all medications by the guaranteed time the following day unless a medication is on national backorder, or contract is "out of stock" of the medication, in which case the delivery will be the following day. In the event the facility determines that a particular carrier is not "working" adequately for the facilities purpose, contractor will ship with another next-day carrier that is acceptable to facility.
  - 6.1.2.6. In the event the Contractor does not have sufficient supply of a medication, contractor shall obtain the medication from one of the contractor's retail pharmacies or within contractor's local pharmacy network. In the event the Contractor is unable to obtain the medication from within its local area, Contractor will order the medication to be dispensed from a local back-up pharmacy or obtain the medication from the Contractors wholesaler the following day.
  - 6.1.2.7. The Contractor shall include within the delivery manifest an exception report section that clearly indicates whether an item is not delivered due to back order, owed, too soon to refill, out of refills, or any other reason.
  - 6.1.2.8. Each day Contractor shall provide RRJA administration with a delivery report in RRJA preferred formats, sorted in the following order: inmate

name, inmate identification number, facility name and location, prescription number, medication name, strength and manufacture, quantity of medication dispensed, date dispensed and price. Contractor shall provide the following reports:

- Medication delivery report – an alphabetical printout of all medications dispensed by day
- Scheduled items report – an alphabetical printout of all controls dispensed by day
- Billing report – delivery report containing all medications, ndc number and price for all medications dispensed that day

6.1.2.9. Generic medication will be utilized unless the authorized prescribing physician specifically designated to “dispense as written”. A generic medication is considered the chemical or common name of a product having the same active ingredients as the brand name medication.

6.1.2.10. Contractor pharmacists will select a therapeutically equivalent FDA approved AB rated generic medication and will substitute it for a brand name medication in accordance with provisions of state law, unless the prescriber specifically states otherwise. If the prescriber required brand name medications, the words “brand medically necessary” must be written on the order.

6.1.2.11. The Contractor shall make every effort to establish a 340B pharmacy program or a reasonable cause as to why not within 6 month of contract start.

**6.1.3. Consultant Personal and Services as Necessary:**

6.1.3.1. Contractor shall provide training, sufficient to provide continuing education (CE) credits to RRJA staff and contract staff. Contractor shall coordinate in service education and DE credits through its partnership with drug companies.

6.1.3.2. Upon request Contractor shall provide disease state management guidelines for chronic illnesses. The guidelines shall include cost effective pharmaceutical guidelines.

6.1.3.3. Contractor shall attend meeting to maintain RRJA commitment to a cost effective formulary management program. Contractor and RRJA medical staff shall work as a team to continually raise the standard of care to help reduce costs. Contractor shall also serve as a standing active member of the clinical team, providing consultations to the prescribers and nurses in relation to pharmaceutical therapy. During meetings, Contractor shall report on and make recommendations concerning formulary management and usage, statcal reports, new medications, changes to the drug formulary pharmacy inspections, drug regimen reviews, pharmacy operation issues, etc.

6.1.3.4. Contractor shall review all areas with RRJA relating to pharmacy, including by not limited to medication records, storage, and security. Contractor will provide each quarter an overall inspection of the medication rooms of RRJ. Contractor inspection will ensure that each facility is in compliance with all federal, state, local and pharmacy laws and regulation and the Policy and procedure of the facility. Contractor shall provide RRJA with signed and

dated inspection sheets identifying any problems observed, recommendations made, or corrective actions implemented. Contractor inspection will include, without limitation, the following:

- Cleanliness and proper organization of the medication room
- Medication ordering, charting, documentation and record keeping
- Narcotic recordkeeping is properly maintained and that counts are accurate
- Upon request, review medication distribution procedures and conduct medication pass audits. Contractor shall train RRJA staff on proper medication pass techniques and provide RRJA with med pass training video if needed.
- Examine contents of the emergency medication kit and or crash cart for outdated or missing items.
- Ensure that the refrigerator temperature is properly controlled and no outdated medications or food are stored within
- Remove any outdated medications and stock supplies
- Review all aspects of pharmaceutical care of the inmates
- Review medications utilized and individual therapies

6.1.3.5. Contractor will assist RRJA in the accounting, reconciliation, and disposal/removal of unused medications including controlled substances as outlined by federal, state, and local laws and regulations. Contractor shall provide count sheets for strict accountability and to ensure all documentation will be enforced as required by law.

#### 6.1.4. **Packaging Of Pharmaceuticals**

6.1.4.1. Contractor shall include a specialized dispensing system to ensure safe and efficient medication distribution. This dispensing system will include blister cards, baggies, soft medication programs and such other means of dispensing medication as necessary to ensure compliance with all the laws governing dispensing of pharmaceuticals.

6.1.4.2. The following describes performance requirements for Contractors medication distributions system:

- Contractor will provide professional and accurate pharmaceutical services for all prescription, non prescription and intravenous solution as ordered by all prescribers. Contractor shall dispense and label medications of each inmate in complete compliance with all current and future local state and federal laws, regulations, provision and court orders. Contractor shall provide AB rated generic substations when available and approved by the prescribers.
- Contractor shall provide to RRJA only approved medication, biological, and other related items.
- Contract will dispense prescription non prescription medications in RRJA choice of tamper proof USP class b unit does blister cards, conventional prescription bottles, stock bottles, baggies, soft medications program or other systems. Contract will exert its best



efforts to comply with any special packaging request RRJA might require.

- Contractor shall send prescription medications in quantities as prescribed by physicians by shall not exceed a thirty day supply unless the patient is being released on a program that requires greater than 30 day supply unless the patient is being released on a program that requires greater than 30 day supply. Contractor will dispense maintenance medications in the thirty day supply unless RRJA requests a different quantity, as in the case of an inmate scheduled for release in less than 30 days or medications that are used short term, such as antibiotics prn and pain management.
- Contractor will send OTC medications in bulk packaging unless the prescriber has ordered the medication for an individual patient, in which case the medication will be dispensed in blister packs or prescription bottles.
- Contractor will provide ear drops, liquids, creams, or ointments in the original manufacturer container with no packaging fee, or will repackage containers if requested for security reasons.
- Contractor will provide the proper accounting and documentation sheet to properly record administration and counts of controlled, non-controlled and OTC medications.
- Contractor will ship iv mixture compounded, labeled and ready to administer
- Contractor will work with RRJA to facilitate the Keep on Person or self medication system
- Contractor shall package oral medications in tamper resistant unit dose blister packs and stock bottles. Each prescription will be properly dispensed and labeled inmate specific or as stock in complete compliance with all current and future state and federal laws, rules, regulations and provisions in accordance to all labeling regulations.
- The following describes performance requirements of labeling:
  1. Inmate name
  2. Inmate identification number
  3. Medication name and strength
  4. Dosage form
  5. Generic interchange information
  6. Quantity dispensed
  7. Manufacturers name
  8. Lot number
  9. Medication expiration date
  10. Route and times of administration
  11. Direction for use in Spanish available if needed
  12. Prescription number

13. Prescriber name
14. Original date
15. Dispense date
16. Discontinue date and or refill information
17. Dispensing pharmacists initials
18. Contractor shall place warning/auxiliary labels on each prescription for safe and effective medication use describing reactions, cautions, warning, interactions, and dietary instructions such as take with food, may cause drowsiness, shake well, etc.
19. Contractor shall mark controlled medication with a red letter c and package the medications in a red blister card for easy identification
20. Contractor shall place on all medications a thermal bar code label with a peel off refill tab with increased print clarity and print size contractor shall supply the tabbed refill labels on every medication order. Each refill tab shall contain the patient name and number, medication(s) name, quantity, number of refills, prescriber, and prescription number. The refill tab shall be an easy reference to enable the nursing staff to properly identify the information on each reorder tab. Nursing staff shall be able to easily refill the medication by peeling the tab off of the prescription label and placing it on a refill form.

**6.1.5. Medication Ordering**

- 6.1.5.1. Management of prescribing practices through record keeping and prescription tracking. The facility will designate such authorized personnel in writing and only those person designated in writing by the facility shall be authorized to order prescription and other medication from the provider.
- 6.1.5.2. The following describes performance requirement for Contractor's medication ordering procedures:
  - Contractor shall dispense prescriptions in the amounts prescribed by authorized RRJA providers.
  - Contractor shall only accept orders from designated staff authorized to place orders.
  - Contractor shall provide professional comprehensive pharmaceutical services for all prescription, non prescription and intravenous solutions as ordered by all prescribers. Contractor shall provide generic substitutions, when available and approved by prescribers.
  - Contractor shall send to RRJA only approved medications, biological, and other related items.
  - Contractor shall dispense and label all medications in complete compliance withal current and future local, state, federal and department laws, rules, regulations and provisions.
  - Contractor shall provide a toll free number for use by RRJA in ordering pharmaceuticals and other controlled medications.

- RRJA orders may be transmitted to contractor’s pharmacy via facsimile computer or by phone exactly as prescribed by RRJA providers. RRJA communication method may be transmitted 24 hours a day, seven days a week. RRJA will communicate to contractor’s pharmacy order, changes or discontinues using contractor’s daily drug order forms, physicians order sheets or other mutually agreed upon forms.
- Contractor shall immediately update its computer system when order changes or discontinuations are sent to contractor pharmacy
- RRJA may send refills to contractor’s pharmacy by affixing the two (2) part peel-off refill label to the “Medication reorder form”. RRJA may telephone refills into contractor’s pharmacy technicians by providing the inmate’s name and prescription number.
- Contractor will maintain a computerized log of all faxed orders received for easy reference.
- Contractor shall provide the following to RRJA to expedite and to assure accuracy of orders:
  1. Daily drug order sheet samples necessary for transmitting new orders, refills, changes, stop orders and discontinued orders.
  2. Backup STAT pharmacy order forms to fax to contractors backup hotline.
  3. Contractor shall provide peel-off tabs for easy reordering.

**6.1.6. Technology**

- 6.1.6.1. Contractors system shall enable RRJA to do the following, subject to meeting system specifications:
- Maintain patient profiles and make necessary order changes,
  - Look up patient profiles, know when a medication was ordered, and know if a medication is too soon to refill or out of refills. Etc.
  - Enter orders to be downloaded to contractor’s pharmacy
  - Notify RRJA staff if the medication ordered is a non-formulary medication and list formulary alternatives, together with RRJA actual cost.
- 6.1.6.2. Contractor shall establish an interface with RRJA’s electronic medical records system eOMIS. The contractor will be responsible for any costs associated with establishing this interface
- 6.1.6.3. Contractor shall provide stock card of certain medications needed to begin therapy for immediate administration until an inmate specific prescription is received
- 6.1.6.4. Contract shall supply all current and future stock card medications at the request of the medical director
- 6.1.6.5. Medications and stock quantities for starter doses will be determined in conjunction with the medical director
- 6.1.6.6. Contractor shall provide accountability sheets for reconciliation of all doses.
- 6.1.6.7. Contractor shall package stock card doses in tamper proof blister packs.

- 6.1.6.8. RRJA shall communicate completed accountability sheets to contractor's pharmacy when stock is depleted, the medication however may be reordered when needed by faxing the peel off reorder label to contractor's pharmacy
- 6.1.6.9. Contractor shall provide starter packs including the full therapy of commonly utilized medications under a prescriber's protocol, if requested. Labeling will contain a blank space for the inmate's name and physicians signature along with the protocol directions and quantities for labeled as "take tablets x times daily". RRJA prescribers may simply fill in the inmate's name and sign the label if this system is utilized.
- 6.1.6.10. Contractor's clinical pharmacist shall screen the profiles of each prisoner to ensure safe and therapeutic medication administration.
- 6.1.6.11. Prior to filling each prescription order, contractor will verify the accuracy, inquire about unclear or illegible orders, and screen each inmates complete computerized medication profile to ensure safe and therapeutic medication administration before the prescription leaves contractor's pharmacy. contract will screen inmate prescription profiles for the following:
  - Duplicate therapy from medications in the same therapeutic class
  - Medication interactions and incompatibilities (including drug-drug, drug-order, and drug-age interactions)
  - Excessive/sub-therapeutic dosages
  - Appropriateness of medication therapy
  - Inmate medication allergies
  - Medications which are refilled too soon (more than seven days)
  - Medication ordered past the designated stop date
  - Contractor shall alert staff via phone or fax of such occurrences prior to shipping the order.

**6.1.7. Emergency/Stat Medications**

- 6.1.7.1. Contractor shall provide emergency medication supplies that facility determines necessary to maintain and which are deemed necessary to alleviate pain, infection, modify dangerous behavior, or to preserve life.
- 6.1.7.2. Contractor shall provide emergency prescriptions for stat orders through contract kit/starter packs or a pre-arranged subcontracted local back up pharmacy of RRJA's preference. Emergency medication not found in either the emergency medication kit, the starter packs or unavailable from contractor will be provided to RRJA by pre arranged contracted local backup pharmacy.
- 6.1.7.3. Contractor shall provide a contracted local backup pharmacy to perform emergency pharmacy services.
- 6.1.7.4. In phoning contractor with emergency orders, RRJA will be given a toll free number to be used after hours.
- 6.1.7.5. If RRJA staff pick up is not possible, emergency prescriptions will be delivered directly to RRJA utilizing the backup pharmacy's delivery service.

Contractor will bill RRJA the contracted negotiated back pharmacy rate, plus actual delivery fee. No other charges/fee shall apply.

6.1.7.6. Contractor shall provide, with contractors monthly invoice, detailed reports of all emergency prescription by the backup pharmacies.

6.1.7.7. Contractor will work with the RRJA's medical director to determine which medications should be added to the stock supply list to help minimize future emergency needs.

**6.1.8. Reports**

6.1.8.1. Contractor will provide any requested computer generated reports and statistical information in hard copy and electronically in a spreadsheet format.

6.1.8.2. The contractor must supply to RRJA, on a monthly basis, a drug utilization report identifying the medications utilized by each inmate, and prescriber or inmate profile, and a drug formulary report containing a drug list formulated jointly with the prescribing physicians, the provider must also agree to cooperate and facilitate a quarterly audit of its pharmacy services provided to RRJA. This audit will assess the compliance of the provider's services with all federal, state, and local laws, rules, regulations, and guidelines governing the operation of RRJA and the provisions of pharmaceutical care for correctional facilities.

6.1.8.3. Contractor shall provide RRJA with quarterly medication usage reports. Contractor's formulary management reports shall contain comprehensive data statics including graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits, and other necessary utilization data.

6.1.8.4. Contractor will sort all reports in any requested format, order or grouping including by inmate name, medication, therapeutic class, prescribing physician, faculty, etc. Data elements which will be utilized are but not limited to: Inmate name, Inmate number, Provider Date of Service, Prescription Number, Medication Name, Mediation Class, Medication Strength, Quantity Dispensed, Days Supply and Drug Acquisition Cost.

6.1.8.5. Contractor will provide proper invoicing and printouts to facilitate full reconciliation of charges.

6.1.8.6. Contractor shall, without limitation, provide the following reports upon request:

- Computerized cost reports sorted by facility, patient name, and prescriber name. The reports will contain the requested date range that summarized drug cost by inmate name, date range, medication name, therapeutic class, number of dosed percentages, etc.
- Management data including medications ordered, processed, delivered and disposed.
- Detailed inmate profiles
- Inmate medication allergy and medication interaction alerts.
- Monthly medication usage per inmate
- Medication utilization report

- Summary of total medications costs
- Continual narcotic controlled substances inventory and dose count
- Monthly psychotropic usage report
- Medication stop date reports alphabetical by inmate showing which prescriptions are approaching their discontinue date within a certain time frame. This report will show which orders are due to expire.
- Total doses per inmate dispensed.
- Percentage of inmates on medications.
- Percentage of inmates on particular classes of medications such as controls, psychotropic, etc.
- Formulary vs. non formulary medications dispensed.
- Number of prescriptions per inmate.
- Number of new and refill prescriptions dispensed.
- Number of doses dispensed.
- High to low usage by dollar amount of formulary and non formulary medications dispensed.
- High to low usage by quantity dispensed by medication, psychotropic, and OTC's
- Medication breakdown listed by specific physician by class, specific medications, and controls, psychotropic drugs, all medications, etc.
- Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)
- Top ten most expensive patient's profile showing a detailed listing.
- Cost containment recommendation reports.
- Side effect and medication interaction.
- OTC medication listing reports.
- Medication cost summaries.
- Medication and quantity ordered.
- Notification of medications reordered too soon.
- Invoices containing medication name, inmate name and number.
- Itemized credit report showing prescription detail and credit for returned medications.
- Brand vs. generic detail report.

#### 6.1.9. **Compliance**

- 6.1.9.1. Contractor shall meet or exceed the quality standards of RRJA, Controlled Substance Act, State Board of Pharmacy, FDA, and HIPAA. Contractor shall have experience in helping facilities achieve and maintain their accreditation.

- 6.1.9.2. Contractor will strictly comply and adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in keeping private and to secure information which is considered Individually Identifiable Health Information (IIHI). Contractor will provide a detailed action plan to ensure compliance with HIPAA regulations and will assist the facilities in planning, developing and adhering to these requirements at the facilities.
  - 6.1.9.3. Contractor will monitor medication usage and distribution utilizing written policies and documentation sheets to ensure proper distribution of all medication throughout RRJA.
  - 6.1.9.4. Contractor will provide adequate safeguards for all psychotropic and all scheduled controlled medications.
  - 6.1.9.5. Contractor will evaluate program effectiveness throughout the contract and will be proactive member of the facilities Director of Nursing, working diligently to assure that compliance is maintained with all federal, state, and local laws and regulations.
  - 6.1.9.6. Contractor shall be licensed in good standing with the state pharmacy boards in accordance with the standards of the Commonwealth of Virginia and a non-resident pharmacy and with the Federal Drug Enforcement Agency to dispense controlled substance in Schedules I through V.
  - 6.1.9.7. Contractor shall supply all Material Safety Data Sheets (MSDS) when requested.
  - 6.1.9.8. Contractor will maintain all appropriate documentation, including but not limited to prescription records, inventory records, medication destruction, controlled medication perpetual inventory, patient profiles, copies of all prescriptions, etc. All documentation relating to the contractors performance will be maintained in an orderly fashion and is readily retrievable and will be open for review by the appropriate RRJA staff or appointed designee.
- 6.1.10. Formulary Development**
- 6.1.10.1. Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy.
  - 6.1.10.2. Contractor will assist in the development, implementation, compliance and ongoing maintenance of a cost effective drug formulary for RRJA.
  - 6.1.10.3. Contractor will review and analyze non-formulary medication usage on monthly basis.
  - 6.1.10.4. Contractor will implement an automatic therapeutic substitution program in conjunction with the Medical Director, if requested. Contractor will work with the prescribers to develop a listing of equivalent dosages of more cost effective medications that will not compromise the care if switched. When a physician prescribes an expensive non-formulary medication on the list, contractor will automatically suggest a substitute for pre-approved more cost-effective equivalent in the proper dose and frequency. Contractor will outline this substitution in detail so all prescribers and nursing staff are well aware of all of the substitutions.

- 6.1.10.5. Extensive formulary management services will be provided by working in conjunction with the medical director and the prescribers to reduce medication cost and to provide monthly usage data accompanied with statically graphs.
  - 6.1.10.6. Contractor will provide a formulary exception report sorted by prescriber, medication name and/or by inmate listing all the non-formulary medications prescribed for a particular period. That report will contain the following information: medication name, strength, dispensed date, inmate name and number, prescriber, cost per prescription and total cost per medication dispensed.
  - 6.1.10.7. Contractor will systemically analyze aggregate patterns of medication usage in conjunction with the prescribers and recommend modifications such as eliminating the use of unnecessary or inappropriate medication, reducing waste, recommending more cost effective medication or therapies, reducing nursing time required for medication administration etc.
- 6.1.11. **Credits**
- 6.1.11.1. The contractor shall specify how existing drug inventory and returns of unused medications/supplies, in the future, will be used/credited.
  - 6.1.11.2. Contractor will review the current stock supply and provide a transition program which will help RRJA to minimize waste. Contractor will provide RRJA with an organized plan based on actual usage to taper down their stock.
  - 6.1.11.3. Contractor will offer credit on returned medications remaining in their original sealed blister pack which are within three months of expiration, have not been released to the inmate population, are not controlled substances, and were permitted by the State Board of Pharmacy. Credit will be offered on full or partial cards.
  - 6.1.11.4. When returning, RRJA may place the peel off tab on Contractor "Return Form" and write the quantity RRJA is returning directly on the tab. RRJA will receive in its next statement an alphabetized computerized copy of the credits showing the quantity returned and the exact amount of credit given for each line item. Non-creditable medications or medications that the inmates brought into RRJA may also be returned to the contractor for disposal/destruction at no charge to RRJA.
  - 6.1.11.5. Contractor will be responsible for the shipping cost of all returned medications and will provide RRJA with prepaid preaddressed such as FedEx, UPS etc. labels. RRJA will affix labels to the return box and return the box to the contractor's express delivery personnel on their normal delivery to the facility.
- 6.1.12. **Pricing**
- 6.1.12.1. Contractor pricing in response to this RFP shall use the formula of base cost (actual acquisition cost) of medications or pharmaceutical supplies plus a dispensing fee per prescription.
  - 6.1.12.2. Contractor will specify the method for calculating any cost increase, if any, over the term of this contract. Contractor will not increase its pricing rate for the duration of the contract. The only price change that will occur is the Actual Acquisition Cost (AAC) as the manufacturers update pricing fluctuates up or down.



- 6.1.12.3. Contractor shall state, in layman's terms, how any manufacturer's rebates, price adjustments or any other form of credit that is received shall be shared with RRJA.
- 6.1.12.4. Contractor will not offer rebates since they are difficult to track, however, in lieu of offering rebates, contractor shall have lowered contractor's prescription dispensing fee appropriately.
- 6.1.12.5. Contractor shall give consideration for credit for any coupon programs that the contract can bill directly to contractors, and shall advise RRJA on a timely basis.

#### 6.1.13. **Implementation**

- 6.1.13.1. The contractor shall provide a detailed implementation plan as part of the RFP. As a minimum the following areas will be addressed:
  - Develop a project work plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services into RRJA operations. include the following in the project work plan:
    1. Contractor shall exert best efforts to implement a smooth transition period as contractor begins services under this contract. Contractor shall provide a start up schedule, which covers the initial in-service of staff by a registered pharmacist prior to the change of service, a time frame for all transitional activities, and resolution of identified problems.
    2. Contractor shall in-service RRJA staff shortly after notification. Contractor shall immediately send policy and procedures manuals, order forms, medication carts, formularies, etc. for initial review. The initial days of the schedule will consist of gathering basic information from RRJA.
    3. Contractor's pharmacy service program. Contractor will train all shifts as necessary. Contractor will perform a thorough training of contractor's ordering procedures, storage of pharmaceuticals, accounting procedures, pharmaceutical distribution, management and inventory, pharmaceutical trouble shooting, etc. Training and system support will be available throughout the contract period.
    4. While onsite contractor will gather information such as physicians licenses, contact person's name, emergency kits, policy and procedures development, formulary, development, etc. Contractor will ensure a smooth transitional period based on contractor's years of correctional experience. Contractor will work closely with RRJA on the startup schedule and comply with any time frame necessary to meet RRJA needs. If needed, contractor can begin services immediately.
    5. Contractor has proposed a startup schedule which the parties shall review and implement upon execution of this contract. Contractor understands that a quick startup is preferred. Due to contractor's size and experience, contractor will have the ability to effectively set RRJA up in two weeks.

6. Contractor will provide complete training to RRJA staff prior to, and after conversion.
7. Contractor will provide a timeline to RRJA in order to start within contractor's proposed time frame; RRJA will provide contractor ample access to RRJA's medical and pharmacy staff. RRJA shall provide contractor with all necessary information concerning the medication carts, backup pharmacy and other pertinent information requested by RRJA.
8. Identify equipment, software, logistical support and personnel available to RRJA during and after implementation. Contractor will provide personnel onsite to in-service the staff for the conversion of service. Contractor will provide medications carts as requested.
9. Identify process for training of RRJA personnel. Contractors registered pharmacist will in-service all appropriate staff onsite as previously outlined in this section.
10. Contractor shall exert best efforts to interface with RRJA's EMAR software program.

7. EXHIBITS

Exhibit 1 CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all Contractors submitting a proposal in response to this RFP must disclose if any RRJA employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, no person may offer to give to any RRJA officer or employee or immediate family member, anything of value pursuant to an understanding that such RRJA representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any RRJA employee, agent or representative or immediate family member is involved with your company in any way:

YES \_\_\_\_\_  
NO \_\_\_\_\_

If the answer to the question above is YES, then identify the name of the individual, the position with RRJA, and the relationship to your business:

---

Name \_\_\_\_\_

RRJA Position \_\_\_\_\_

Business Relationship \_\_\_\_\_

The appropriate corporate representative must sign and date below:

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Exhibit 2 CLIENT REFERENCES

List ten client references providing information described below. At least three references must be from current contracts with jails with average daily inmate population greater than 1000. Contracts with these jails must have been in effect for at least one year.

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Numbers \_\_\_\_\_

Number of Inmates \_\_\_\_\_

Facility Type \_\_\_\_\_Jail \_\_\_\_\_Prison \_\_\_\_\_Juvenile \_\_\_\_\_Other

Describe Other \_\_\_\_\_

Accreditation \_\_\_\_\_ACA \_\_\_\_\_NCCHC \_\_\_\_\_JCAHO \_\_\_\_\_Other

Describe Other \_\_\_\_\_

Contract Term (original, extensions, renewals, re-bid) \_\_\_\_\_

Contract Start \_ Contract End \_\_\_\_

Reason Contract Ended \_\_\_\_\_

Exhibit 3 DEVIATIONS AND EXCEPTIONS

The undersigned certify that this bid is submitted and understand this bid shall be accepted as in strict compliance with all terms, conditions, and specifications of the RFP, except as noted below.

Paragraph	Term, Condition, or Specification	Exception

Corporate Representative:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Exhibit 4 STATISTICAL DATA

Following statistical data is provided for informational purposes only and in no way is intended to limit, project, or predict the number of patient encounters to be provided by the Contractor during the period of the contract. This information below is provided by our current provider and is believed to be reasonably accurate. Contractors shall verify data wherever possible and ask for any other information needed to prepare their response to the RFP.

**Pharmacy Utilization Report for: October 2018**

**RIVERSIDE**



**90875 Riverside Jail, VA**

<p>1,512 Census Reported for this Period</p> <p>2.52 Avg. Number of Orders per Inmate</p> <p>2,172 Number of New Orders Processed</p> <p>57.01% Percent of All Orders that were New Orders</p> <p>1,638 Number of Refill Orders Processed</p> <p>42.99% Percent of All Orders that were Refill Orders</p> <p>3,810 Number of Orders Processed (New + Refill)</p> <p>1,357 Number of Patients with Active Orders</p> <p>89.75% Percent of Census with Active Orders</p>	<p>1,293 Patients on Non-Psychotropic Medication</p> <p>517 Patients on Psychotropic Medication</p> <p>34.19% Percent of Census on Psychotropic Medication</p> <p>510 Number of New Psych Orders Processed</p> <p>375 Number of Refill Psych Orders Processed</p> <p>\$7,945.73 Total Cost of all Psych Orders Dispensed</p>
	<p>20 Patients on HIV Specific Medication</p> <p>1.32% Percent of Census on HIV Specific Medication</p> <p>19 Number of New HIV Specific Orders Processed</p> <p>25 Number of Refill HIV Specific Orders Processed</p> <p>\$49,378.13 Total cost of All HIV Specific Orders Dispensed</p>
<p>\$48,341.50 Total Cost of Returned/Credited Products</p> <p>\$10,750.76 Total Value of Returned/Destroyed Products</p> <p>\$105,685.56 Total Cost of All Orders Dispensed</p> <p>\$69.90 Total Cost per Inmate (PMPM)</p>	<p>374 Patients on Non-Formulary Medication</p> <p>24.74% Percent of Census on Non-Form Medication</p> <p>221 Number of New Non-Form Orders Processed</p> <p>142 Number of Refill Non-Form Orders Processed</p> <p>\$60,009.59 Total Cost of All Non-Form Orders Dispensed</p>

## 8. GENERAL TERMS AND CONDITIONS:

- 8.1. ADDITIONAL INFORMATION: RRJA reserves the right to ask any Contractor to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which RRJA deems desirable, and does not affect quality, quantity, price or delivery.
- 8.2. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, RRJA will publicly post such notice on the RRJA homepage ([www.rrjva.org](http://www.rrjva.org)) and on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- 8.3. ANTIDISCRIMINATION: By submitting their proposals, all Contractors certify to RRJA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

8.3.1.1. During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The requirements of these provisions above are a material part of the contract. If the contractor violates one of these provisions, RRJA may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from RRJA contract regardless of whether the specific contract is terminated.
- In accordance with Executive Order 61(2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national, origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, in hereby incorporated in this contract.

8.3.1.2. The contractor will include the provisions of above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

- 8.4. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RRJA all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by RRJA under the said contract.
- 8.5. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. RRJA and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia §2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendors Manual. The contractor shall comply with all federal, state and local laws, rules and regulations.
- 8.6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RRJA.
- 8.7. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
- 8.7.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modifications shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 8.7.2. RRJA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice in which case the contractor shall, in writing promptly notify RRJA of the adjustment to be sought, and before proceeding to comply with the notice shall await RRJA's written decision affirming, modifying or revoking the prior written notice. If RRJA decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRJA a credit for any savings. Said compensation shall be determined by one of the following methods:
- By mutual agreement between the parties in writing; or
  - By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to RRJA's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RRJA with all vouchers and records of expenses incurred and savings realized. RRJA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in



price under this provision must be asserted by written notice to RRJA within thirty (30) days from the date of receipt of the written order from RRJA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RRJA with the performance of the contract generally.

- 8.8. **CLARIFICATION OF TERMS:** If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the purchasing agent.
- 8.9. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 8.10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, RRJA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RRJA may have.
- 8.11. **DRUG-FREE WORKPLACE:** Applicable for all contract over \$10,000:  
During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.  
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 8.12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Contractors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 8.13. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contract over \$10,000: By entering into a written contract with RRJA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration reform and Control Act of 1986.
- 8.14. MANDATORY USE OF RRJA FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official RRJA form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, RRJA reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, RRJA may, in its sole discretion, request that the Contractor withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless received in writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however RRJA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

8.15. PAYMENT:

To Prime Contractor:

- Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted authorized under the Virginia Debt Collection Act.
- Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, §2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, RRJA shall promptly notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, §2.2-4351. The provisions of this section do not relieve RRJA of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

Within seven (7) days of the contractor's receipt of payment from RRJA, a contractor awarded a contract under this solicitation is hereby obligated:

- To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract: or

- To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from RRJA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RRJA.
  - Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 8.16. PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF RRJA FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 8.17. PROTEST OF AWARD: A Contractor wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Contractor institutes legal action as provided in the Code of Virginia.
- 8.18. QUALIFICATIONS OF CONTRACTORS: RRJA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the service/furnish the goods stated in the contract. The Contractor shall furnish to RRJA all such information and data for this purpose as may be requested. RRJA reserves the right to inspect Contractor's physical plant prior to award to satisfy questions regarding the Contractor's capabilities. RRJA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy RRJA that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

State Corporation Commission Number: all Contractors's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any Contractor or Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the Contractor is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. RRJA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 8.19. TAXES: Sales to RRJA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The RRJA's tax exemption registration number is 54-1641109.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contract from offering a tax-included price.

- 8.20. TESTING AND INSPECTION: RRJA reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- 8.21. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Contractors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.
- 8.22. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Contractor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable RRJA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Contractor clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## **9. SPECIAL TERMS AND CONDITIONS**

- 9.1. AUDIT: The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by RRJA, whichever is sooner. RRJA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 9.2. AWARD: Following the receipt of proposals, evaluations shall be conducted and ranked on the basis of the criteria mentioned herein. Repetitive informal interviews shall be permissible. Such Contractors will be encouraged to elaborate on the qualifications and performance data or staff expertise pertinent to the proposal, as well as alternative concepts. At the conclusion of the informal interviews, on the basis of evaluations factors published in this RFP and all information developed in the selection process to this point, RRJA will select in order of preference two or more Contractors whose professional qualifications and proposed services are deemed most meritorious. Negotiations will be conducted, beginning with the Contractor

ranked first. If a contract satisfactory and advantageous to RRJA can be negotiated at a price considered fair and reasonable, the award will be made to that Contractor. Otherwise, negotiations with the Contractor ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. RRJA reserves the right to make multiple awards as a result of this solicitation. Should the RRJA determined in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor. Award results will be posted for public inspection on the RRJA homepage ([www.rrjva.org](http://www.rrjva.org)) and on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Award results will be furnished if a SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid.

- 9.3. ACCEPTANCE OF SERVICES: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- 9.4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which my hereafter become available for the purpose of this agreement.
- 9.5. BEGINNING OF WORK: The contractor shall not commence any billable work until a valid contract has been fully executed by RRJA and the successful contractor. The contractor will be notified in writing when work may begin.
- 9.6. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor's proposal will be re-scored to combine and include the information contained in the BAFO. The decision to award will be based on the final evolution including the BAFO>
- 9.7. CANCELLATION OF CONTRACT: RRJA reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon 120 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 9.8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

- 9.9. CONFLICT OF INTEREST: All Contractors must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of the RRJA or Authority Member Community. Further, all Contractors must disclose the name of any RRJA or Authority Member Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the Contractor's firm or any of its branches, subsidiaries or partnership.
- 9.10. CONFIDENTIALITY OF INMATES INFORMATION POLICY:  
Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. Information concerning inmates will be exchanged on an as need to know basis only, within the facility. Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to RRJA, RRJA employees or RRJA inmates shall remain confidential. The Contractor agrees to obey all RRJA's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmates policy may be subject to suspension or termination.
- 9.11. CONTRACTOR RESPONSIBILITY: The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of RRJA.
- 9.12. CONTRACTOR PERSONNEL:
- 9.12.1. Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.
- 9.12.2. Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of RRJA. Replacement of key personnel, if approved by RRJA, shall be with personnel of equal or greater ability and qualifications.
- 9.12.3. Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the RRJA site. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the RRJA grounds or facility. RRJA reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.
- 9.13. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at RRJA who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at RRJA no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final

and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.

- 9.14. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, RRJA reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation
- 9.15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
- 9.16. DEVIATIONS FROM THE CONTRACT: The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor in its proposal and, if accepted by RRJA, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. RRJA discourages deviations and reserves the right to reject proposed deviations.
- 9.17. HOLD HARMLESS AND INDEMNIFICATION: The Contractor shall defend, indemnify and hold RRJA, and RRJA's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, it's employees, agents, and volunteers, or incurred by or claimed against RRJA, RRJA's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by RRJA due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
- 9.18. INDEPENDENT CONTRACTOR: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with RRJA. They shall not be considered employees of RRJA. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of RRJA. The contractor will hold RRJA harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from RRJA including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

- 9.19. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. RRJA is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Contractor to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 11:00:00 AM promptly on October 26, 2018. Proposal received after the exact minute of 11:00:00 AM will be considered late. (For example, 11:00:05 is late for all purposes pertaining to this solicitation).
- 9.20. **INVOICES:** Invoices for items ordered, delivered and accepted by RRJA shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the RRJA contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 9.21. **MATERIAL SAFETY DATA SHEETS:** Prior to award of this contract, if applicable, the successful Contractor shall provide to this office, within 10 calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such proposal as nonresponsive.
- 9.22. **NOTIFICATION:** After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Contractor shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.
- 9.23. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 9.24. **RENEWAL OF CONTRACT:** This contract may be renewed by RRJA for three successive two year periods under the terms and conditions of the original contract except as stated in 9.24.1. and 9.24.2. below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, Medical Care Services, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two point five percent (2.5%) annually from one adjustment period to the next. Written notice of RRJA's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- 9.24.1. If RRJA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available.



- 9.24.2. If during any subsequent renewal periods, RRJA elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 9.25. RECORDS AND INSPECTION: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the RRJA and its employees, agents or authorized representatives after giving at least three (3) days notice to Contractor by RRJA. RRJA shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by RRJA to the Contractor pursuant to this contract or any renewal or extension of this contract. RRJA's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
- 9.26. SEVERABILITY: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
- 9.27. SITE RULES AND REGULATIONS: The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on RRJA premises. A copy of the RRJA administrative regulation is available upon request to the successful Contractor.
- 9.28. SPECIAL DISCOUNTS: During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to RRJA under this contract. B. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.
- 9.29. PREPARING FOR THE NEXT RFP: Upon request, the Contractor shall provide to RRJA such information as RRJA deems necessary to help RRJA prepare the next medical services RFP. Information includes, but shall not be limited to:
- 9.29.1. A list of annual expenditures for designated calendar years for each of the Contractor's contracted off-site providers.
- 9.29.2. A listing including quantity dispensed and drug name, for pharmaceuticals dispensed during designated calendar years.
- 9.29.3. A maintenance history and supplies consumed for x-ray equipment during designated calendar years.
- 9.29.4. Current staffing plan
- 9.29.5. An accounting of activities related to inmate care which shall include, but not be limited to, such information as provided in Figure 1 of this RFP.

- 9.30. **MEDIA RELEASES AND CONTACT:** The Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a RRJA facility to a public forum or to the media without the authorization of RRJA and coordinated through the parties' public information representatives. The Contractor shall refer all contacts with the press or media to the Project Manager.
- 9.31. **PROMOTIONAL ADVERTISING:** Reference to or use of RRJA, any of its departments or sub-units, or any RRJA official or employee for commercial promotion is prohibited.
- 9.32. **OWNERSHIP OF DATA:** Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of RRJA unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of RRJA.
- No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of RRJA of the materials specifically and of the dissemination in general.
- 9.33. **BEST VALUE:** RRJA may select a successful Contractor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.
- 9.34. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to RRJA must fully comply with all safety requirements as set forth by the Virginia Department of Commerce and all applicable OSHA Standards.
- 9.35. **RESTRICTION AGAINST NON-COMPETE PROVISIONS:** The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for Contractor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including RRJA, which may provide services of the nature described in the contract to RRJA at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the Contractor is applicable as well to the on-site management team in its entirety.
- 9.36. **STAFF PROJECT PARTICIPATION:** RRJA reserves the right to approve or reject, for any reason, any and all Contractor or subcontractor staff assigned to this contract. Additionally, RRJA may deny access or admission to RRJA facilities at any time for such staff. Such access will not unreasonably be withheld. RRJA will be responsible for the timely completion of all proposed Contractor staff criminal background checks prior to any such staff's initiation of recurring on-site services.