

June 18th, 2019

**NOTICE TO THE PUBLIC
REQUEST FOR PROPOSAL**

RFP # 2019-02 "Request for Pharmacy Services"

The New River Valley Regional Jail (herein after referred to as the Jail) will accept sealed proposals until July 12, 2019 at 2 P.M. in the Office of the Superintendent, 108 Baker Road, Dublin, Virginia 24084 from qualified vendors to provide Pharmaceutical Services for the inmate population beginning on or about August 01, 2019 through July 31, 2021, with a renewal option of two (2) additional one year periods unless terminated in accordance with contractual agreements.

Copies of this document may be obtained upon request from Tim Clark, Business Manager, telephone (540) 643-2000 or electronically tclark@nrvrj.org or they may be picked up at the above location.

Should a bidder find discrepancies in, or omissions from the specifications of this document, he/she should notify the Superintendent and obtain clarification prior to submitting proposals. Only questions answered by formal written Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the Jail may require, to revise or amend the specifications prior to the date set for opening sealed proposals; the opening date may be postponed if deemed necessary by the Jail Superintendent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. *In addition, the Jail reserves the right to accept or reject any and all proposals and waive informalities.*

Proposals are to be mailed or delivered to:

New River Valley Regional Jail
Attention: Tim Clark
108 Baker Road
Dublin, Virginia 24084

BACKGROUND INFORMATION:

The New River Valley Regional Jail Authority owns and operates an 1183-bed Regional Adult Jail at 108 Baker Road, Dublin, Virginia. The average daily inmate population as of June 1, 2019 was 880 inmates. The Medical Department consists of nurses, pharmacy technicians, medical technicians, administrative support personnel, Physician, Nurse Practitioner, Dental and psychiatric services are provided by contractual arrangements. Between May 1st 2019 and May 31st, 2019 approximately 1414 prescription medication orders were processed.

QUESTIONS AND CLARIFICATIONS:

Requests for additional information or clarifications regarding the specifications will be addressed in writing via fax or email to the following:

Gregory Winston, Superintendent
New River Valley Regional Jail
108 Baker Road
Dublin, Virginia 24084
(540) 643-2000
Fax# (540) 640-2010
gpwinston@nrvrj.org

Bidders are requested to submit any question(s) in writing by **June 28th, 2019** to allow time to prepare any response to all bidders.

QUALIFICATIONS - BIDDERS:

Bidders must be insured and possess all federal, state, and local licenses and certifications that apply. The bidder must adhere to the Virginia Board of Pharmacy Regulations (VR 530-01-01 Part XII, Sec. 12.3 Drugs in Correctional Institutions, and Part XI, Sec. 11.2, Para. H Pharmacist's Responsibilities) while under this agreement.

1. SPECIFICATIONS/SCOPE OF WORK:

The contractor shall address pharmacy service requirements for NRVJR in full compliance with the requirements/agreement as defined herein. Respondents may make suggestions and/or propose services above and beyond what is defined herein. Contractor services shall be defined generally as general and specialized pharmacy services including a comprehensive pharmaceutical services program. Services provided shall be in complete compliance with all governing federal, state and local laws, statutes, rules and regulations. At a minimum, the following services are required. All-inclusive provision of pharmaceuticals, including but not limited to over-the-counter medications, IV medications, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals.

- a. Contractor shall arrange for next day delivery of all orders that the facility has faxed, telephoned or *submitted* electronically to Contractor by 4:00p.m. NRVJR will order each refill by 4:00 p.m.
- b. 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.
- c. Contractor will deliver all medications by the guaranteed time the following day unless a medication is on *national* backorder, or contractor 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 effective for the facilities purposes, contractor will ship with another next-day carrier that is acceptable to facility.
- d. In the event contractor does not have sufficient supply of a medication, contractor shall

obtain the medication from one of contractor's retail pharmacies or within contractor's local pharmacy network. In the event 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 contractor's wholesaler the following day.

- e. 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.
- f. Each day, Contractor shall provide the Jail with a delivery report ("Delivery Report"), in the jail's preferred format, sorted in the following order: inmate name; inmate identification number, facility name and location, prescription number; medication name, strength, and manufacturer; quantity of medication dispensed; date dispensed; and price. Contractor shall provide the following Delivery Reports:
 - i. Medication Delivery Report – An alphabetical printout of all medications dispensed by day.
 - ii. Scheduled Items Report – An alphabetical printout of all controls dispensed by day.
 - iii. Billing Report – Delivery report containing all medications, NDC numbers, and price for all medications dispensed that day.
 - iv. Any other reports requested by Jail.

2. CONSULTANT PERSONNEL AND SERVICES AS NECESSARY AND AS PRESCRIBED BY LAW.

- a. Dedicated Pharmacy Technician – Contractor shall provide the Jail with one primary technician dedicated to processing NRVJR orders. The dedicated technician shall be familiar with all of jail specific requirements and needs. In the event the dedicated technician is not immediately available, the jail shall have the option of leaving a voice mail or speaking with the dedicated technician's team partner who will be cross trained to process jail orders effectively.
- b. Contractor shall provide a registered pharmacist 24 hours a day, 365 days a year to perform routine and emergency consultations regarding all phases of the jail's pharmacy operation.
- c. Contractor's pharmacists will select a therapeutically equivalent FDA approved AB-Rated generic medication (comparable bioavailability and or bioequivalence) and will substitute it for a brand name medication in accordance with the provisions of state law, unless the prescriber ~~and~~ states otherwise. If the prescriber requires a brand name medication, the words "Brand Medically Necessary" must be written on the order.
- d. Contractor's pharmacists shall serve as members of the clinical team providing consultations to NRVJR prescribers and nurses in relation to pharmaceutical

therapy and cost-effective recommendations. Contractor's pharmacists shall provide recommendations on all aspects of pharmacy utilization including cost, usage, drug interactions, inappropriate usage, etc.

- e. When requested by NRVJR, Contractor shall provide training sufficient to provide continuing education ("CE") credits to NRVJR staff. Contractor shall coordinate in-service education and CE credits.
- f. Upon request, Contractor shall provide disease state management guidelines for chronic illnesses. The guidelines shall include cost effective pharmaceutical guidelines.
- g. Contractor's pharmacists shall be experienced in Pharmacy Quality Assurance (QA) and attend meetings as required by NRVJR. Contractor shall attend meetings to maintain NRVJR'S commitment to a cost-effective formulary management program. Contractor and NRVJR medical staff shall work as a team to maintain the standard of care and control or reduce costs. Contractor shall also serve as a member of the clinical team, providing consultations to the prescribers and nurses in relation to pharmaceutical therapy. During quarterly meetings, Contractor shall report on and make recommendations concerning formulary management and utilization, statistical reports, new medications, changes to the drug formulary, pharmacy inspections, pharmacy operational issues, etc. Contractor shall review all areas within NRVJR relating to pharmacy, including but not limited to medication records, storage, and security. Contractor will provide each quarter an overall inspection of the medication room of the NRVJR facilities. Contractor's inspection will ensure that each facility is in compliance with all federal, state, local, and pharmacy laws and regulations and the Policy and Procedures of each facility. Contractor shall provide NRVJR with signed and dated inspection sheets identifying any problems observed, recommendations made, or corrective actions implemented. Contractor's inspection will include, without limitation, the following:
 - i. Cleanliness and proper organization of the medication room.
 - ii. Medication ordering, charting, documentation and record keeping. Narcotic recordkeeping is properly maintained and that counts are accurate.
 - iii. Upon request, review medication distribution procedures and conduct medication pass audits. Contractor shall train NRVJR staff on proper medication pass techniques and provide NRVJR with a med pass training video if need be.
 - iv. Examine contents of the emergency medication kits or STAT Boxes and for outdated or missing items.
 - v. Ensure that the refrigerator temperature is properly controlled, and no outdated medications or food are stored within.
 - vi. Remove any outdated medications and stock supplies. Review all aspects of pharmaceutical care of the inmates.
 - vii. Review medication utilization and individual therapies.

- l. Contractor will assist NRVJR 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.

3. PACKAGING OF PHARMACEUTICALS

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

The following describes performance requirements for Contractor's medication distribution system:

- a. Contractor will provide professional and accurate pharmaceutical services for all prescription, non-prescription, and parenteral medications as ordered by all prescribers. Contractor shall dispense and label medication for each inmate in complete compliance with all current and future local, state, and federal laws, regulations, provisions and court orders. Contractor shall provide AB-Rated generic substitutions, when available and approved by the prescribers.
- b. Contractor will dispense prescription and non-prescription medications in NRVJR choice of tamper-proof USP Class B unit-dose blister cards, conventional prescription bottles, stock bottles, or other systems. Contractor will exert its best efforts to comply with any special packaging request NRVJR might require.
- c. Contractor will dispense maintenance medications in a thirty (30) day supply unless NRVJR requests a different quantity, as in the case of an inmate scheduled for release in less than 30 days or medications that are short term, such as antibiotics, PRN, and pain medication.
- d. 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, as requested.
- e. 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 reason.
- f. If requested, Contractor will provide the proper medication administration record sheets to properly record administration and counts of controlled, non-controlled and OTC medications.
- g. Contractor will ship IV mixtures compounded, labeled, and ready to administer.
- h. Contractor will work with NRVJR to facilitate the KOP (keep on person) or self-medication system.
- i. Contractor shall package oral medications in tamper resistant unit dose blister packs or 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.

j. The following describes performance requirements for Contractor's labeling

- i. Inmate's name
- ii. Inmate's identification number (if requested)
- iii. Cell block (if applicable)
- iv. Medication name and strength
- v. Dosage form
- vi. Generic interchange information
- vii. Quantity dispensed
- viii. Manufacturer's name
- ix. Lot number
- x. Medication expiration date
- xi. Route and times of administration
- xii. Directions for use (Spanish available, if requested)
- xiii. Prescription number
- xiv. Prescriber name
- xv. Original date
- xvi. Dispense date
- xvii. Discontinue date and/or refill information
- xviii. Dispensing pharmacist's initials

k. Contractor shall place warning/auxiliary labels on each prescription for safe and effective medication use describing reactions, cautions, warnings, interactions, and dietary instructions such as take with food, may cause drowsiness, shake well, etc.

l. 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, medications 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.

4. MEDICATION ORDERING:

Management of prescribing practices through record keeping and prescription tracking. The facility will designate such authorized personnel in writing and only those persons designated in writing by the facility shall be authorized to order prescriptions and other medications from the provider.

The following describes performance requirements for Contractor's medication ordering procedures:

- a. Contractor shall dispense prescriptions in the amounts prescribed by authorized NRVJR providers.
- b. Contractor shall only accept orders from designated staff authorized to place orders.
- c. 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 the prescribers.
- d. Contractor shall send to NRVJR only approved medications, biologicals, and other related items.
- e. Contractor shall dispense and label all medications in complete compliance with all current and future local, state, federal and department laws, rules, regulations, and provisions.
- f. Contractor shall provide a toll-free number for use by the NRVJR in ordering pharmaceuticals and other controlled medications.
- g. NRVJR Orders may be transmitted to Contractor's pharmacy via facsimile, computer or by phone exactly as prescribed by NRVJR providers. NRVJR communications may be transmitted 24 hours a day, seven days a week. NRVJR will communicate to Contractor's pharmacy using mutually agreed upon forms. NRVJR nursing staff or designee may forward physician's order sheets to Contractor as long as the orders are complete.
- h. Contractor shall be able to immediately update its computer system when order changes or discontinuations are sent to Contractor's pharmacy.
- i. NRVJR may send refills to Contractor's pharmacy by affixing the two (2) part peel-off refill label to the "Medication Reorder Form." NRVJR may telephone refills into Contractor's pharmacy technicians by providing the inmate's name and seven (7) digit prescription number.
- j. NRVJR may send STAT orders to Contractor's fax number.
- k. Contractor will maintain a computerized log of all faxed orders received for easy reference.
- l. In the event Contractor's fax machines or lines are disabled, NRVJR shall have a dedicated alternative method for faxing orders toll-free to Contractor.
- m. Contractor shall provide the following to NRVJR to expedite and to assure accuracy of orders:

- i. Daily drug order sheet samples necessary for transmitting new orders, refills, changes, stop orders and discontinued orders.
- ii. Backup STAT pharmacy order forms to fax to Contractor.
- iii. Contractor shall provide peel-off tabs for easy reordering.

5. THE FOLLOWING DESCRIBES PERFORMANCE REQUIREMENTS FOR CONTRACTOR TO INTERFACE WITH ANY COMPUTERIZED ORDERING WITH FACILITIES CURRENT COREMR AUTOMATED SYSTEMS.

- a. Contractor will provide a barcode order check-in system, if requested, so that each facility could download its daily delivery sheet through a secure server and check orders with a barcode scanner and computer.
- b. Contractor's system shall enable NRVJR to do the following, subject to meeting system specifications:
 - i. Maintain patient profiles and make necessary order changes.
 - ii. Look up patient profiles, know when a medication was ordered, know if a medication is too soon to refill or out of refills, etc.
 - iii. Enter orders to be downloaded to Contractor's pharmacy.
 - iv. Notify NRVJR staff if the medication ordered is a non-formulary medication and list formulary alternatives, together with NRVJR's actual cost.
- c. Contractor shall provide stock cards of certain medications needed to begin therapy for immediate administration until an inmate-specific prescription is received.
- d. Medications and stock quantities for starter doses will be determined in conjunction with the Medical Director.
- e. Contractor shall provide accountability sheets for reconciliation of all doses.
- f. Contractor shall package stock card doses in tamperproof blister packs.
- g. NRVJR shall communicate completed accountability sheets into Contractor's pharmacy (for reconciliation of doses) when stock is depleted. The medication, however, may be reordered when needed by faxing the peel-off reorder label to Contractor's pharmacy.
- h. 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 physician's signature along with the protocol directions and quantities or labeled as "take tablets times daily. NRVJR prescribers may simply fill in the inmate's name and sign the label if this system is utilized.

- k. Contractor's clinical pharmacist shall screen the profiles of each prisoner to ensure safe and therapeutic medication administration.
- l. Prior to filling each prescription order, Contractor will verify the accuracy, inquire about unclear or illegible orders, and screen each inmate's complete computerized medication profile to ensure safe and therapeutic medication administration before the prescription leaves Contractor's pharmacy. Contractor will screen inmate prescription profiles for the following:
 - i. Duplicate therapy from medications in the same therapeutic class
 - ii. Medication interactions and incompatibilities (including drug-drug, drug-order and drug-age interactions)
 - iii. Excessive/sub-therapeutic dosages
 - iv. Appropriateness of medication therapy
 - v. Inmate medication allergies
 - vi. Medications which are refilled too soon (More than 10 days early)
 - vii. Medications ordered past the designated stop date.
 - viii. Contractor shall alert staff via phone or fax of such occurrences prior to shipping the order.

6. EMERGENCY/STAT MEDICATIONS:

- a. 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.
- a. Contractor shall provide emergency prescriptions for stat orders through Contractor's emergency kit/starter packs or a pre-arranged subcontracted local back-up pharmacy of NRVJR's preference. Emergency medications not found in either the emergency medication kit, the starter packs or unavailable from Contractor will be provided to NRVJR by a pre-arranged contracted local back-up pharmacy.
- b. Contractor shall provide a contracted local back-up pharmacy to perform emergency pharmacy services.
- c. In phoning Contractor with emergency orders, NRVJR will be given a toll-free number to be used after hours.
- d. When possible, emergency prescriptions will be delivered directly to NRVJR utilizing the backup pharmacy's delivery service. Contractor will bill NRVJR the contracted negotiated backup pharmacy rate, plus actual delivery fee. No other charges/fees shall apply.
- e. Contractor shall provide, with Contractor's monthly invoice, detailed reports of all emergency prescriptions by the back-up pharmacies.
- f. Contractor will work with the NRVJR Medical Director to determine which medications should be added to the stock supply list to help minimize future emergency needs.

7. REPORTS:

- a. Contractor will provide any requested computer-generated reports and statistical information in hard copy and electronically in a spreadsheet format.
- b. The Contractor must supply to the NRVJR, on a monthly basis, a drug utilization report identifying the medications utilized by each prisoner, and prescriber or prisoner 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 the NRVJR. 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 the Jail and the provision of pharmaceutical care for correctional facilities.
- c. Contractor shall provide NRVJR with monthly medication usage reports. Contractor's formulary management reports shall contain comprehensive data and statistics including graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits, and other necessary utilization data
- d. Contractor will sort all reports in any requested format, order or groupings including by inmate name, medication, therapeutic class, prescribing physician, facility, etc. Data elements which will be utilized are but not limited to: Inmate Name, Inmate Number, Correctional Facility, Provider, Date of Service, Prescription Number, Medication Name, Medication Class, Medication Strength, Quantity Dispensed, Days' Supply and Drug Acquisition Cost.
- e. Contractor will provide proper invoicing and printouts to facilitate full reconciliation of charges.
- f. Contractor shall, without limitation, provide the following reports upon request:
 - i. Computerized cost reports sorted by facility, patient name, and prescriber name. The reports will contain the requested date range that summarizes drug cost by inmate name, facility, date range, medication name, therapeutic class, number of doses, percentages, etc.
 - ii. Management data including medications ordered, processed, delivered and disposed.
 - iii. Detailed inmate profiles
 - iv. Patient medication allergy and medication interaction alerts
 - v. Monthly medication usage per inmate
 - vi. Medication utilization report
 - vii. Summary of total medication costs
 - viii. Continual narcotic controlled substances inventory and dose count
 - ix. Monthly psychotropic usage report
 - x. 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.

- xi. Total doses per inmate dispensed
- xii. Percentage of inmates on medications
- xiii. Percentage of inmates on particular classes of medications such as controls, psychotropic's, etc.
- xiv. Formulary vs. non-formulary medications dispensed
- xv. Number of prescriptions per inmate
- xvi. Number of new and refill prescriptions dispensed
- xvii. Number of doses dispensed
- xviii. High to low usage by dollar amount of formulary and non-formulary medications dispensed
- xix. High to low usage by quantity dispensed by medication, psychotropic's, and OTC's
- xx. Medication breakdown listed by specific physician by class, specific medications, controls, psychotropic's, all medications, etc.
- xxi. Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)
- xxii. Top ten (10) most expensive patient's profile showing a detailed listing
- xxiii. Cost containment recommendation reports
- xxiv. Side effect and medication interaction
- xxv. OTC medication listing reports
- xxvi. Medication cost summaries
- xxvii. Medications and quantity ordered
- xxviii. Notification of medications reordered too soon
- xxix. Invoices containing medication name, NDC and AWP
- xxx. Itemized credit report showing prescription detail and credit for returned medications
- xxxi. Brand vs. generic detail report

8. COMPLIANCE:

- a. Contractor shall meet or exceed the quality standards of the facilities, Controlled Substance Act, State Board of Pharmacy, FDA, and HIPAA. Contractor shall have at least 10 years' experience in helping facilities achieve and maintain their accreditation.
- b. 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.
- c. Contractor will monitor medication usage and distribution utilizing written policies and documentation sheets to ensure proper distribution of all medication throughout facilities.
- d. Contractor will provide adequate safeguards for all psychotropic and all

scheduled controlled medications.

- e. Contractor will evaluate program effectiveness throughout the contract and will be a 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.
- f. 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 substances in Schedules I through V.
- g. Contractor shall supply all Safety Data Sheets (SDS), when requested.
- h. 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 Contractor's performance will be maintained in an orderly fashion and is readily retrievable and will be open for review by the appropriate prison staff or appointed designee.

9. FORMULARY DEVELOPMENT:

- a. Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy.
- b. Contractor will assist in the development, implementation, compliance and ongoing maintenance of a cost-effective drug formulary for NRVRJ, if requested.
- c. Contractor will review and analyze non-formulary medication usage on monthly basis.
- d. 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 a non-formulary medication on the list, Contractor will automatically suggest a substitute for a 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.
- e. 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 statistical graphs.
- f. Contractor will provide a formulary exception report sorted by prescriber,

medication name and/or by patient listing all the non-formulary medications prescribed for a particular period. That report will contain the following information: medication name, strength, dispenses date, inmate name and number, prescriber, cost per prescription and total cost per medication dispensed.

- g. Contractor will systematically 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 medications or therapies, reducing nursing time required for medication administration, etc.

10. CREDITS/CURRENT INVENTORY (If Necessary):

- a. The Contractor shall specify how existing drug inventory and returns of unused medications/supplies, in the future, will be used/credited.
- b. Contractor will review the current stock supply and provide a transition program which will help NRRJ to minimize waste. Contractor will provide the NRRJ with an organized plan based on actual usage to taper down their stock.
- c. Contractor will offer credit on returned medications remaining in their original sealed blister pack which are within three (3) 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.
- d. When returning, NRRJ should be able place the peel off tab on Contractor's and write the quantity NRRJ is returning directly on the tab. Returns should be very easy to process for the NRRJ staff. NRRJ 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 NRRJ may also be returned to Contractor for disposal / destruction at no charge to NRRJ.
- e. Contractor will be responsible for the shipping cost of all returned medications and will provide NRRJ with prepaid and preaddressed labels for returns. NRRJ will affix labels to the return box and turn the box over to Contractor's express delivery personnel on their normal delivery to each facility.

11. PRICING:

- a. 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.

- b. 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 this contract. The only price change that will occur is the Actual Acquisition Cost (AAC) as the manufacturers ~~up~~ pricing fluctuates up or down.
- c. Contractor shall state, *in layman's terms*, how any manufacturer rebates, price adjustments or any other form of credit that is received shall be shared with NRVJR.
- d. Contractor will not offer rebates since they are difficult to track; however, in lieu of offering rebates, Contractor shall lower Contractor's prescription dispensing fee appropriately.
- e. Contractor shall give consideration for credit for any coupon programs that the Contractor can bill directly to Contractor's vendors, and shall advise NRVJR on a timely basis.
- f. Contractor shall provide an example of their pricing for drugs by stipulating the current individual and cumulative costs and value of returns of the schedule of drugs appearing at Appendix A.

12. IMPLEMENTATION:

The Contractor shall provide a detailed implementation plan as part of the RFP. As a minimum, the following areas will be addressed and/or required:

- a. Develop a Project Work Plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services into NRVJR operations. Include the following in the Project Work Plan:
- b. Contractor shall implement a smooth transitional 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.
- c. Contractor shall in-service NRVJR staff shortly after notification. Contractor shall immediately send policy and procedures manuals, order forms, medication carts, proposed formularies, etc. for initial review. The initial days of the schedule will consist of gathering basic information from NRVJR.
- d. Contractor's pharmacy services program. Contractor will train all shifts as necessary. Contractor will perform a thorough training of Contractor's ordering procedures, storage of ~~pharmaceuticals~~ accounting procedures, distribution, management and inventory, pharmaceutical trouble shooting, etc. Training and system support will be available throughout the contract period.

- e. While on-site Contractor will gather information such as physician's licenses, contact person's names, emergency kits, policy and procedure development, formulary development, etc. Contractor will ensure a smooth transitional period based on Contractor's years of correctional experience. Contractor will work closely with NRVJR on the startup schedule and comply with any time frame necessary to meet NRVJR needs. If needed, Contractor can begin services immediately.
- f. Contractor will propose a startup schedule which the Parties shall review and implement upon execution of this contract. Contractor understands that a quick start up is preferred.
- g. Contractor will provide complete training to NRVJR staff prior to, during, and after conversion
- h. NRVJR will provide Contractor ample access to NRVJR's medical and pharmacy staff. NRVJR shall provide Contractor with all necessary information concerning the medications carts, backup pharmacy and other pertinent information requested by Contractor.
- i. Identify equipment, software, logistical support and personnel available to NRVJR during and after implementation. Contractor will provide personnel onsite to in-service the staff for the conversion of service. Contractor will provide a minimum of two medications carts at no additional cost.
- j. Identify process for training of NRVJR personnel. Contractor's registered pharmacist will in-service all appropriate staff onsite as previously outlined in this section.
- k. Identify how current patient prescription database will be transferred to Contractor-maintained database. Contractor shall interface with NRVJR'S CorEMR software program and download the information directly. Such interface shall be at no additional cost to the NRVJR.

13. CONTRACTOR RESPONSIBILITIES AND POLICY GUIDELINES:

Prior to approval to work in the facility, all Contractor employees or subcontractors shall be subject to a background check including, but not limited to, fingerprinting and a check for outstanding warrants or convictions, and clearance by the NRVJR. Contractor shall perform this requirement as written.

14. PROPOSAL EVALUATION CRITERIA:

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

Qualifications and Experience

20 Points

Relevant experience of key personnel, feedback from references, knowledge, experience and demonstrated success with providing similar products/services to similarly sized governmental entities

Cost Effectiveness

30 Points

Responsiveness to RFP

50 Points

Total scope of services proposed, demonstrated understanding of the project, proposed timeline and work plan, responses to overall proposal and compliance with submission guidelines, proposal presentation (completeness, organization, etc.).

TOTAL: 100 Points

APPENDIX A

Drug Name	Number of Doses
ACETAMINOPHEN 325MG TAB -	120
ACETAMINOPHEN-COD #3 300-30MG TAB -	20
ACETAZOLAMIDE 500MG ER CAP -	60
ACYCLOVIR 400MG TAB -	30
ALBUTEROL SUL HFA 90 MCG INHO -	1
ALL DAY PAIN RLF 220MG TAB -	90
ALLOPURINOL 300MG TAB -	60
AMITRIPTYLINE HCL 100MG TAB -	30
AMITRIPTYLINE HCL 10MG TAB -	30
AMITRIPTYLINE HCL 25MG TAB -	30

AMITRIPTYLINE HCL 50MG TAB -	30
AMLODIPINE BESYLATE 10MG TAB -	30
AMLODIPINE BESYLATE 5MG TAB -	30
AMOXICILLIN 500MG CAP -	20
AMOXICILLIN-CLAVULANATE 875-125MG TAB -	20
ARIPRAZOLE 10MG TAB -	30
ARIPRAZOLE 15MG TAB -	30
ARIPRAZOLE 20MG TAB -	30
ARIPRAZOLE 2MG TAB -	30
ARIPRAZOLE 30MG TAB -	30
ARIPRAZOLE 5MG TAB -	24
ASPIRIN 81MG CHEW -	30
ASPIRIN LOW DOSE 81MG TAB -	30
ATENOLOL 25MG TAB -	40
ATENOLOL 50MG TAB -	30
ATOMOXETINE HCL 40MG CAP -	60
ATORVASTATIN 20MG TAB -	40
ATORVASTATIN CALCIUM 10MG TAB -	30
ATORVASTATIN CALCIUM 40MG TAB -	30
AZITHROMYCIN 500MG TAB -	1 pk
AZOPT 1% OP SUS -	10
BACLOFEN 10MG TAB -	30
BENZTROPINE MESYLATE 0.5MG TAB -	60
BENZTROPINE MESYLATE 2MG TAB -	30
BISACODYL EC 5MG TAB -	5
BUPREN-NALOXONE 8/2MG FILM -	30
BUPROPION HCL 100MG TAB -	90
BUPROPION HCL 75MG TAB -	90
BUPROPION HCL ER (SR) 150MG TAB -	30
BUPROPION HCL ER (SR) 200MG TAB -	30
BUPROPION HCL ER (XL) 150MG TAB -	30
BUPROPION HCL ER (XL) 300MG TAB -	30
BUPROPION SR 100MG TAB -	60
BUSPIRONE HCL 10MG TAB -	60
BUSPIRONE HCL 15MG TAB -	60
BUSPIRONE HCL 30MG TAB -	30
CAPTOPRIL 25MG TAB -	30
CARBAMAZEPINE 200MG TAB -	60
CARVEDILOL 12.5MG TAB -	60
CARVEDILOL 25MG TAB -	60
CEFTRIAXONE SODIUM 1GM INJ -	1
CELECOXIB 100MG CAP -	60
CELECOXIB 200MG CAP -	60
CEPHALEXIN 500MG CAP -	20
CETIRIZINE HCL 10MG TAB -	30

CHLORDIAZEPOXIDE 25MG CAP -	30
CHLORTHALIDONE 25MG TAB -	30
CIPROFLOXACIN HCL 500MG TAB -	14
CITALOPRAM HYDROBROMIDE 10MG TAB -	30
CITALOPRAM HYDROBROMIDE 20MG TAB -	30
CITALOPRAM HYDROBROMIDE 40MG TAB -	30
CLINDAMYCIN HCL 300MG CAP -	20
CLOBETASOL PROP 0.05% SOL -	1
CLONIDINE HCL 0.1MG TAB -	30
CLOPIDOGREL BISULFATE 75MG TAB -	30
CLOTRIMAZOLE 1% CREM -	40
COLCHICINE 0.6MG TAB -	10
CYCLOBENZAPRINE HCL 10MG TAB -	20
CYPROHEPTADINE HCL 4MG TAB -	30
DESVENLAFAXINE ER 50MG TAB -	30
DICLOFENAC SOD DR 75MG TAB -	30
DICYCLOMINE HCL 10MG CAP -	90
DIGOXIN 250MCG TAB -	30
DIPHENHYDRAMINE HCL 50MG CAP -	60
DIVALPROEX SODIUM 250MG DR TAB -	90
DIVALPROEX SODIUM 500MG DR TAB -	90
DIVALPROEX SODIUM ER 500MG ER TAB -	45
DOCUSATE SODIUM 100MG CAP -	30
DOXEPIN HCL 10MG CAP -	30
DOXEPIN HCL 25MG CAP -	30
DOXYCYCLINE MONOHYDRATE 100MG CAP -	20
DULOXETINE 20MG CAP -	30
DULOXETINE HCL 30MG CAP -	30
DULOXETINE HCL 60MG CAP -	30
EAR DROPS EARWAX AID 6.5% OT SOL -	1
ESCITALOPRAM OXALATE 10MG TAB -	30
ESCITALOPRAM OXALATE 20MG TAB -	30
ESCITALOPRAM OXALATE 5MG TAB -	30
FAMOTIDINE 20MG TAB -	30
FAMOTIDINE 40MG TAB -	30
FENOFIBRATE 160MG TAB -	30
FERROUS SULFATE 325MG TAB -	30
FIBER-LAX 625MG TAB -	36
FINASTERIDE 5MG TAB -	30
FLUOXETINE HCL 10MG CAP -	30
FLUOXETINE HCL 20MG CAP -	30
FLUOXETINE HCL 40MG CAP -	36
FLUTICASONE PROPIONATE 50MCG SPR -	1
FLUTICASONE-SALMETEROL 113/14MCG INHO -	1
FOLIC ACID 1MG TAB -	30

FUROSEMIDE 20MG TAB -	30
FUROSEMIDE 40MG TAB -	30
GABAPENTIN 100MG CAP -	90
GABAPENTIN 300MG CAP -	120
GABAPENTIN 400MG CAP -	120
GABAPENTIN 600MG TAB -	120
GABAPENTIN 800MG TAB -	60
GEMFIBROZIL 600MG TAB -	30
GLIMEPIRIDE 4MG TAB -	30
GLIPIZIDE 5MG TAB -	45
GLIPIZIDE ER 10MG TAB -	30
GLYBURIDE 5MG TAB -	90
GNP CLEARLAX POW -	1
GNP MAGNESIUM OXIDE 250MG TAB -	30
GNP MELATONIN 3MG TAB -	60
GNP MELATONIN 5MG TAB -	40
GNP VITAMIN D3 5000 UNIT TAB -	60
GUAIFENESIN 200MG TAB -	180
HYDRALAZINE 100MG TAB -	90
HYDRALAZINE 10MG TAB -	30
HYDRALAZINE 25MG TAB -	60
HYDRALAZINE HCL 50MG TAB -	60
HYDROCHLOROTHIAZIDE 12.5MG CAP -	30
HYDROCHLOROTHIAZIDE 25MG TAB -	30
HYDROXYUREA 500MG CAP -	30
HYDROXYZINE HCL 10MG TAB -	24
HYDROXYZINE HCL 25MG TAB -	60
HYDROXYZINE HCL 50MG TAB -	30
HYDROXYZINE PAM 50MG CAP -	30
HYDROXYZINE PAMOATE 25MG CAP -	60
IBUPROFEN 600MG TAB -	40
IBUPROFEN 800MG TAB -	30
INVEGA SUST 156MG/ML INJ -	1
ISOSORBIDE MONONITRATE ER 30MG ER TAB -	60
ISOSORBIDE MONONITRATE ER 60MG ER TAB -	30
KETOROLAC TROMETHAMINE 30MG/ML INJ -	1
LACTULOSE 10GM/15 SOL -	1
LAMOTRIGINE 100MG TAB -	30
LAMOTRIGINE 200MG TAB -	45
LAMOTRIGINE 25MG TAB -	30
LANTUS 100/ML INJ -	1
LATUDA 40MG TAB -	30
LATUDA 60MG TAB -	30
LEVETIRACETAM 250MG TAB -	30
LEVETIRACETAM 500MG TAB - 68001011703	120

LEVETIRACETAM 750MG TAB -	60
LEVOTHYROXINE 112MCG TAB -	30
LEVOTHYROXINE SODIUM 100MCG TAB -	30
LEVOTHYROXINE SODIUM 125MCG TAB -	30
LEVOTHYROXINE SODIUM 150MCG TAB -	30
LEVOTHYROXINE SODIUM 50MCG TAB -	30
LEVOTHYROXINE SODIUM 75MCG TAB -	30
LIOTHYRONINE 5MCG TAB -	60
LISINAPRIL 10MG TAB -	30
LISINAPRIL 20MG TAB -	30
LISINAPRIL 30MG TAB -	30
LISINAPRIL 40MG TAB -	30
LISINAPRIL 5MG TAB -	30
LISINAPRIL-HCTZ 10-12.5MG TAB -	30
LISINAPRIL-HCTZ 20-25MG TAB -	30
LISINAPRIL/HCTZ 20-12.5 TAB -	30
LITHIUM CARBONATE 300MG CAP -	120
LORATADINE 10MG TAB -	30
LOSARTAN POTASSIUM 100MG TAB -	30
LOSARTAN POTASSIUM 25MG TAB -	30
LOSARTAN POTASSIUM 50MG TAB -	30
LOSARTAN POTASSIUM-HCTZ 100-25 TAB -	30
LOSARTAN POTASSIUM-HCTZ 50-12.5 TAB -	30
LOVASTATIN 10MG TAB -	45
LOVASTATIN 20MG TAB -	30
LYRICA 75MG CAP -	90
MAGNESIUM OXIDE 400MG TAB -	50
MECLIZINE CHEW OTC 25MG TAB -	60
MECLIZINE HCL 25MG TAB -	60
MELATONIN 10MG TAB -	30
MELOXICAM 15MG TAB -	30
MELOXICAM 7.5MG TAB -	30
MEMANTINE HCL 5MG TAB -	30
METFORMIN HCL 1000MG TAB -	60
METFORMIN HCL 500MG TAB -	60
METHOTREXATE 2.5MG TAB -	30
METHYLPREDNISOLONE ACETATE 80MG/ML INJ -	1
METOCLOPRAMIDE 5MG TAB -	60
METOCLOPRAMIDE HCL 10MG TAB -	30
METOPROLOL ER 200MG TAB -	30
METOPROLOL SUCCINATE ER 25MG TAB -	30
METOPROLOL SUCCINATE ER 50MG TAB -	30
METOPROLOL TARTRATE 100MG TAB -	30
METOPROLOL TARTRATE 25MG TAB -	30
METOPROLOL TARTRATE 50MG TAB -	30

METRONIDAZOLE 500MG TAB -	16
MIRTAZAPINE 15MG TAB -	30
MIRTAZAPINE 30MG TAB -	30
MIRTAZAPINE 45MG TAB -	30
MONTELUKAST SODIUM 10MG TAB -	30
MUCINEX ER 600MG TAB -	40
MULTIVITAMIN TAB -	30
MYCOPHENOLATE MOFETIL 250MG CAP -	120
NAPROXEN 500MG TAB -	60
NEOMYCIN-POLY-HC OP SUS -	1
NITROFURANTOIN MACROCRYSTAL 100MG CAP -	14
OFLOXACIN 0.3% OP EYE -	1
OLANZAPINE 10MG TAB -	30
OLANZAPINE 15MG TAB -	30
OLANZAPINE 2.5MG TAB -	30
OLANZAPINE 20MG TAB -	30
OLANZAPINE 5MG TAB -	30
OMEPRAZOLE 20MG CAP -	33
OMEPRAZOLE 40MG CAP -	30
ONDANSETRON HCL 4MG TAB -	18
OXCARBAZEPINE 150MG TAB -	45
OXCARBAZEPINE 300MG TAB -	60
PALIPERIDONE ER 6MG TAB -	60
PANTOPRAZOLE SODIUM 20MG TAB -	30
PANTOPRAZOLE SODIUM 40MG TAB -	30
PAROXETINE 10MG TAB -	30
PAROXETINE HCL 20MG TAB -	30
PHARBEDRYL 25MG CAP -	72
PHENOBARBITAL 32.4MG TAB -	30
PHENOBARBITAL 97.2MG TAB -	90
PHENYTOIN 100MG CAP -	60
POTASSIUM CHLORIDE ER 10MEQ TAB -	30
POTASSIUM CHLORIDE ER 20MEQ TAB -	60
PRAMIPEXOLE 0.25MG TAB -	60
PRAVASTATIN SODIUM 40MG TAB -	30
PRAZOSIN 1MG CAP -	30
PRAZOSIN HCL 2MG CAP -	30
PRAZOSIN HCL 5MG CAP -	30
PREDNISONE 10MG TAB -	10
PREDNISONE 20MG TAB -	10
PREDNISONE 5MG TAB -	10
PRENATAL TABLET OTC TAB -	30
PRENATAL VITAMIN TAB -	30
PROMETHAZINE HCL 25MG TAB -	30
PROPRANOLOL HCL 10MG TAB -	60

PROPRANOLOL HCL 20MG TAB -	60
PROPRANOLOL HCL 40MG TAB -	30
QUETIAPINE FUMARATE 100MG TAB -	30
QUETIAPINE FUMARATE 200MG TAB -	30
QUETIAPINE FUMARATE 25MG TAB -	30
QUETIAPINE FUMARATE 300MG TAB -	30
QUETIAPINE FUMARATE 50MG TAB -	30
RANITIDINE 150MG TAB -	60
RANITIDINE HCL 300MG TAB -	30
RANITIDINE HCL 75MG TAB -	60
REGULOID 0.52GM CAP -	60
RISPERIDONE 0.5MG TAB -	60
RISPERIDONE 1MG TAB -	45
RISPERIDONE 2MG TAB -	30
RISPERIDONE 4MG TAB -	30
ROSUVASTATIN CALCIUM 20MG TAB -	30
ROSUVASTATIN CALCIUM 5MG TAB -	60
SERTRALINE HCL 100MG TAB -	30
SERTRALINE HCL 25MG TAB -	30
SERTRALINE HCL 50MG TAB -	30
SIMBRINZA EYE -	1
SIMETHICONE 80MG CHEW -	60
SIMVASTATIN 20MG TAB -	30
SLOW FE SA 160MG TAB -	30
SPIRIVA HANDIHLR CAP -	30
SPIRONOLACTONE 25MG TAB -	45
SPIRONOLACTONE 50MG TAB -	30
SUCRALFATE 1GM TAB -	75
SULFAMETHOXAZOLE-TRIMETHOPRIM 800-160 TAB -	20
SULFASALAZINE 500MG TAB -	240
SUMATRIPTAN SUCCINATE 50MG TAB -	30
TACROLIMUS 1MG CAP -	60
TAMSULOSIN HCL 0.4MG CAP -	35
TENOFOVIR DISOPROXIL FUMARATE 300MG TAB -	30
TERBINAFINE HCL 250MG TAB -	30
TIMOLOL MALEATE 0.5% EYE -	1
TIZANIDINE HCL 4MG TAB -	60
TOBRAMYCIN-DEXAMETHASONE 0.3% / 0.1% SUS -	10
TOBRAMYCIN/DEXAMETH OPTH SUS DEXAMETH SUS -	10
TOLNAFTATE 1% CREM -	30
TOPIRAMATE 100MG TAB -	60
TOPIRAMATE 25MG TAB -	60
TOPIRAMATE 50MG TAB -	45
TRAVATAN Z 0.004% -	1
TRAZODONE HCL 100MG TAB -	30

TRAZODONE HCL 150MG TAB -	30
TRAZODONE HCL 50MG TAB -	30
TRIAMCINOLONE ACETONIDE 0.1% CREM -	1
TRIAMCINOLONE ACETONIDE 0.1% OINT -	1
TRIAMTERENE-HCTZ 75-50MG TAB -	30
TRIHEXYPHENIDYL HCL 2MG TAB -	60
TRIUMEQ TAB -	30
VALSARTAN 80MG TAB -	30
VENLAFAXINE ER 150MG CAP -	40
VENLAFAXINE HCL 37.5MG TAB -	60
VENLAFAXINE HCL 75MG TAB -	96
VENLAFAXINE HCL ER 37.5MG CAP -	30
VENLAFAXINE HCL ER 75MG CAP -	30
VERAPAMIL 240MG SR TAB -	30
VITAMIN B-1 100MG TAB -	30
VITAMIN B-12 500MCG TAB -	30
VITAMIN D2 (ERGOCALCIFEROL) 50,000 UNITS CAP -	30
VITAMIN D3 1,000 UNIT TAB -	30
VITAMIN D3 2,000 UNIT CAP -	30
VITAMIN D3 50000 CAP -	30
VRAYLAR 3MG CAP -	30
WARFARIN SODIUM 2MG TAB -	30
WARFARIN SODIUM 5MG TAB -	30
XARELTO 20MG TAB -	10
ZIPRASIDONE HCL 20MG CAP -	60

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP 2019-02
READ CAREFULLY

Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

SUBMISSION AND RECEIPT OF PROPOSALS

(a) Each Offeror shall submit five (5) paper copies of their proposal. To be considered, all proposals must be delivered in a sealed envelope/box, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Superintendent's Office no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**

(b) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.

(c) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

EVALUATION & BASIS OF AWARD

A Selection Committee will review submitted proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so, stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

ACCEPTANCE OR REJECTION OF PROPOSALS

The New River Valley Regional Jail reserves the right to accept or reject any or all offers. The New River Valley Regional Jail also reserves the right to award the contract for any such materials, goods or services the regional jail deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the NRVJRJ. The Superintendent or his designee reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of one hundred twenty (120) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

New River Valley Regional Jail Authority encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the Jail's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude the Jail obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to the New River Valley Regional Jail based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of the New River Valley Jail Authority upon delivery to the Superintendent and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals: New River Valley Regional Jail Authority shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

- (a) Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- (c) The quality of performance of previous contracts, products and/or services. Reporting capabilities.
- (e) Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
- (f) Proposal Submission completeness and compliance with the specifications.
- (g) Service and support offering. The ability, capacity and skill of the Offer to perform or provide the service. The ability of the Offeror to provide future maintenance and/or service, and ability to integrate Offeror's systems with the NRVJR's existing technology and systems, and the ability to upgrade over time to maintain interoperability.
- (h) Price. Pricing shall be a factor in evaluating the proposals; however, the Jail Authority reserves the right to purchase other than low bid.
- (I) The previous and existing compliance by the Offeror with laws and policies relating to the contract.
- U) The quality, availability and adaptability of the goods and services. (k) All samples are subject to product testing.
- (I) Whether the Offeror can perform the contract and provide service promptly. (m) The ability of the Offeror to respond to problems and concerns.
- (n) Delivery.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the Offerors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with Section 2.2-4302.2 of the Code of Virginia:

Procurement of other than professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so, stated in the Request for Proposal... Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and

conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Until an award is made, the names of the Offerors and the prices quoted are confidential. Once an award is made, the information becomes a public record with the exception of proprietary information which has been listed as such in the proposal.

INVOICES

When applicable, the Offeror must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by the regional jail. All invoices must show the purchase order/contract number.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the Jail Authority reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the Jail Authority, in the amount of the contract price.

QUALITY

As applicable, all materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the New River Valley Regional Jail Authority reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the Jail reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future Authority contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, New River Valley Regional Jail Authority, after due written notice, may procure goods/services from other sources and hold the Offeror responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the New River Valley Regional Jail Authority shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The New River Valley Regional Jail Authority is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the regional jail will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The New River Valley Regional Jail Authority reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The New River Valley Regional Jail Authority may request any or all to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The New River Valley Regional Jail shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

An Offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Jail Authority to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Jail Authority may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the Offeror will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

INSURANCE

The OFFEROR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the OFFEROR'S execution of the agreement, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the OFFEROR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the NRVJR shall be filed with the NRVJR prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the NRVJR.

The OFFEROR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

The OFFEROR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees and in case any work is sublet, the OFFEROR shall require each SUBOFFEROR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the OFFEROR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the OFFEROR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to the New River Valley Regional Jail Authority 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 and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Jail Authority under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that New River Valley Jail shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of the New River Valley Jail Authority.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: The Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal, along with a Form of Agreement to be submitted to and approved by legal counsel for NRVJR.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror or and New River Valley Regional Jail Authority. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

New River Valley Regional Jail Authority reserves the right to cancel and terminate any resulting contract, with a 30- day written notice to the Offeror. Any contract cancellation notice will not relieve the Offeror of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by the New River Valley Regional Jail. The opinion of The New River Valley Jail Authority as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986, or any other provisions of state or Federal law applicable to Offeror or the work performed hereunder.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Offeror shall indemnify and hold harmless the New River Valley Regional Jail Authority and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting

there from, and (2) is caused in whole or in part by any negligent act or omission of the Offeror, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The New River Valley Regional Jail cannot legally agree to any clause indemnifying the Offeror from any damages arising out of the contract or holding the Offeror harmless. The submission of a bid or proposal means that the Offeror agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror 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 vendor.

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 Offeror in accordance with this chapter, 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.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304. Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the New River Valley Regional Jail, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304. The New River Valley Regional Jail Authority shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the New River Valley Regional Jail Authority pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Authority and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal, and or render its contents subject to public disclosure.

**NOTICE OF PROPRIETARY INFORMATION FORM RFP
#2016-003 COMMISSARY SERVICES FOR NRVJRJA**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page#	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4)

SIGNATURE SHEET
RFP #2019-02 PHARMACY SERVICES FOR NRVJRJ

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also 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, Chapter 12, Article 1.1 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.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the New River Valley Jail Authority, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Authority, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the New River Valley Regional Jail Authority.

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

COMPANY NAME:

ADDRESS:

PHONE NUMBER:

FAX NUMBER AND EMAIL ADDRESS:

NAME: _____

TITLE: _____

DATE: _____