

RAPPAHANNOCK REGIONAL JAIL

**Serving: The City of Fredericksburg
and the Counties of King George, Spotsylvania and Stafford**

Request for Proposals

RFP No.: 2022-P

Issue Date: March 28, 2022

Commodity: Pharmaceutical Services

NIGP Code: 26900

Closing Date: April 28, 2022

Closing Time: 1:00 PM

Location: 1745 Richmond Hwy., Stafford VA 22554

The Rappahannock Regional Jail has determined to issue a Request for Proposals provide Pharmaceutical Services, as opposed to an Invitation to Bid due to the fact that the Jail felt that it was neither practical or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract and therefore, the quality of service is the most important factor, and the fact that the proposers may propose different ways to provide the services requested.

The contract shall be for an initial period of two years, with the option to renew for three additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Thursday, April 28, at which time they will be opened in the Procurement Department, Rappahannock Regional Jail, 1745 Richmond Highway, Stafford, VA 22554. Proposals received after 1:00 p.m. on Thursday, April 28, 2022, will not be considered.

An original, five (5) copies and one (1) disc or USB format of the proposal shall be submitted. Proposal number and closing date must be printed on the outside of the sealed envelope.

Proposals to be delivered:

**Rappahannock Regional Jail
Attn: Lisa Walker
1745 Richmond Hwy.
Stafford, VA 22554**

**RAPPAHANNOCK REGIONAL JAIL
RFP NO. 2022-P**

Events

1.	Post RFP – RRJ Website	<u>March 28, 2022</u>
2.	Post RFP – eVA Website	<u>March 28, 2022</u>
3.	Advertise Free Lance Star	<u>March 28, 2022</u>
4.	RFP response due at 1:00 p.m.	<u>April 28, 2002</u>
5.	Notify contractor of selection	<u>May 09, 2022</u>
6.	Process Contract	<u>July 01, 20202</u>

Proposals to be delivered:

**Rappahannock Regional Jail
Attn: Lisa Walker
1745 Richmond Hwy.
Stafford, VA 22554**

Requests for information relating to the Request for Proposals may be obtained by contacting:

**Lisa Walker, Procurement Officer
Email: lwalker@rrj.state.va.us
Telephone: (540) 288-5273**

REQUEST FOR PROPOSALS PHARMACEUTICALS

I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified Offeror(s), licensed in the Commonwealth of Virginia, to provide Pharmaceuticals and related services to the Rappahannock Regional Jail, (RRJ), for two (2) years, with three (3) one-year renewal options.

II. BACKGROUND:

The Rappahannock Regional Jail Authority (RRJA), the governing body for the Rappahannock Regional Jail, is an Authority of the Commonwealth of Virginia which serves the City of Fredericksburg and the Counties of King George, Spotsylvania and Stafford. The jail has an average daily inmate count in excess of 1300.

III. SCOPE OF SERVICES:

The Successful Offeror must meet the minimum requirements and perform the services listed below to include but not limited to the following:

1. The Successful Offeror shall be licensed in the Commonwealth of Virginia to provide pharmaceutical services.
2. The Successful Offeror shall obtain, at its own expense, all licenses and/or certifications necessary to render services to the RRJ.
3. The Successful Offeror shall comply with all State and Federal Regulations.
4. The Successful Offeror shall ensure that all of its employees rendering services to the RRJ shall possess all licenses and/or certifications necessary to render pharmaceuticals and related services within the RRJ.
5. The Successful Offeror shall be responsible for providing **pharmaceuticals**, to the inmates in accordance with applicable Federal, State, and Local statutes.
6. The Successful Offeror shall provide operational procedures showing compliance with standards set forth by the Virginia Department of Corrections and the American Correctional Association (ACA). This includes the provision of applicable forms, analysis, education, and quality improvement projects.
7. The Successful Offeror shall provide **all medications**, and related items to

the RRJ as ordered by authorized RRJ Medical Staff.

8. The Successful Offeror shall provide same day delivery Monday thru Saturday of medications that are ordered no later than 2:00 PM each day.
9. The Successful Offeror shall provide 24-hour, 365 days a year on-call services for medical emergencies and deliver to the Jail emergency medications within 3 hours of order.
10. The Successful Offeror shall provide a system for ordering, returning and disposing of medications.
11. The Successful Offeror shall provide a procedure for identifying refundable returned medications and/or a system for disposal of unusable and non-refundable drugs.
12. The Successful Offeror shall provide a pharmacist to conduct quarterly pharmaceutical on-site regulatory and compliance inspections, audits and inventories of the jail facilities.
13. The Successful Offeror shall provide monthly medication administration reports. These reports shall provide a breakdown for top medications by price, top medications by quantity, most expensive inmates and most expensive medications. We also require reports for formulary management, prescription cost by prescriber, top non-formulary prescriptions, spending by drug class, utilization analysis and sensitivity analysis of drug spending.
14. The Successful Offeror shall provide assistance and guidance in coordinating with the Medical Director to verify the current formulary and supply.
15. The Successful Offeror **shall be the sole supplier of all pharmaceuticals**, for the RRJ for the duration of the contract period. No “backordering” of medications for prescriptions shall be allowed. Orders which cannot be filled due to an “out of stock” condition shall be reported to the institution and filled through a local retail pharmacy network established by the selected Contractor at no additional cost to the Jail.
16. The Successful Offeror shall provide medication packaging and bar code labeling of medications that contain the prescription authorization number (RXO Number).
17. The Successful Offeror shall provide the following equipment at no additional cost to RRJ
 - a. Four (4) Medication carts (or other suitable mechanical drug-delivery devices) for dispensing medications in the packing form provided. These carts are subject to approval by the Medical Director.
 - b. Two Physician’s Desk Reference (“PDR”) and three Nursing Drug handbooks annually.

18. The Successful Offeror shall provide in-service education at least four times a contract year for the medical staff pertaining to the administration of medication, information on new medications or other topics as requested by the Medical Director.
19. The Successful Offeror shall invoice RRJ on a weekly basis for all pharmaceuticals received during the weekly period. Billing shall be based on fifty-two billing periods per year, each billing period consisting of one calendar week effective one week after the beginning date of service. Payment will be made within 45 days after receipt of invoice.
20. Since this is a Request for Proposals for professional services, RRJ cannot request pricing information in the proposals. Firms will be asked to submit non-binding pricing information as part of the informal interview process outlined in VII (C).

IV. JAIL RESPONSIBILITIES:

RRJ will designate an individual to act as the Jail's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the Jail's policies and decisions with respect to the contract.

The RRJ will provide a list of names of those individuals who are authorized to prescribe on its behalf.

V. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Purchasing Office will not accept oral proposals, nor proposals received by email, telephone, FAX machine, or telegraph.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment B**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. References: (**Attachment E**)
 - Number and types of customers the Offeror has served with comparable services.
 - Number of years Offeror has been providing these types of services.
 - A minimum of three (3) references for which Offeror has completed services comparable to those described in this

RFP. Include references for work performed in an environment comparable to Rappahannock Regional Jail's.

- For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the firm; and
 - Brief summary of scope of services provided.

- E. State Corporation Commission (SCC) registration information is required. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted in the General Conditions and Instructions to Bidders/Offerors. Use the form provided (**Attachment C**) to provide Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the proposal submission may result in rejection of the proposal.
- F. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- G. The time clock stamp in the Purchasing Office shall determine the time proposals are received. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- H. By submitting a proposal in response to this Request for Proposals, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- I. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- J. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia). (**Attachment D**)

- K. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

- L. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and the Chief Financial Officer or a duly authorized representative shall sign it. Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

- M. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VI. PROPOSAL RESPONSE FORMAT:

- A. Offerors shall submit one original, five (5) copies and one (1) disc copy of written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

- B. The Offeror should include in their proposal the following:
 - 1. Table of Contents – All pages are to be numbered

 - 2. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts and provide non-binding price information.

Proposal Signature Sheet – Attachment B

Proof of Authority to Transact Business in Virginia – Attachment C

Proprietary Information if Applicable – Attachment D

References – Attachment E

3. Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.

Implementation Plan – A time schedule for proposed time frame and phases if applicable.

4. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

VII. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror’s qualifications and understanding of the work to be performed. Offeror’s are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Jail may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon the following criteria:
- Experience and qualifications of the offeror, relevant experience in Jail/Correctional Institutions
 - Resumes of staff
 - Financial stability of Offeror

- The Offeror's current workload and ability to begin operation July 1, 2022
 - Quality of proposal submission and oral presentation
 - Understanding of the work to be performed
 - Completeness and reasonableness of the proposing Offeror's plan for providing services in accordance with the Scope of Services.
 - The final decision to rank the proposers following the informal discussions will also be based on the non-binding estimates of cost.
- C. This is a Request for Proposals for Professional Services. Consequently, RRJ shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. RRJ may discuss non-binding estimates of cost of service. At the conclusion of discussion, on the basis of the evaluation factors listed above, RRJ shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to RRJ can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should RRJ determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VIII. STAFFING AND PERSONNEL

- A. **Dress Code**
 The Contractor shall establish and enforce a business casual dress code, for their staff that require access to Rappahannock Regional Jail facilities, which is consistent with the requirements established for Rappahannock Regional Jail employees and appropriate to a correctional environment with regard to safety and appearance.
- B. **Personnel Security Requirements**
 The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to Rappahannock Regional Jail facilities cooperate and comply with Rappahannock Regional Jail security criminal history checks and clearances, substance abuse screening, photo identification, and searches of their person and possessions while on or in Jail property.

- C. **Criminal History Check**
Contractor employees who require access to Rappahannock Regional Jail facilities shall be subject to a criminal history check. Each contractor employee shall complete and sign a release authorizing Rappahannock Regional Jail staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the Facility as determined by Rappahannock Regional Jail.
- D. **Substance Abuse Screening**
Contractor employees who require access to Rappahannock Regional Jail facilities shall be subject to substance abuse screening.
- E. **Photo Identification**
Contractor employees who require access to Rappahannock Regional Jail facilities shall be issued photo identification badges provided by Rappahannock Regional Jail staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside Rappahannock Regional Jail facilities.

The Contractor shall be accountable for all photo identification badges issued to contractor employees. The Contractor shall retrieve and return to Rappahannock Regional Jail, photo identification badges of persons who are no longer in the Contractor's employ.

Rappahannock Regional Jail will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a \$10.00 fee for replacement identification badges.

- F. **Searches**
Contractor employees who require access to Rappahannock Regional Jail facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Superintendent may deny access to Rappahannock Regional Jail facilities any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.
- G. **Access to Facilities**
Although the Contractor has authority for all hiring and termination, Rappahannock Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Superintendent's investigation. The Rappahannock Jail has the right to revoke a vendor's clearance at any time should they fail to

follow the contract/policy and are argumentative to jail staff members. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Rappahannock Regional Jail will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Contractor. Contractor employees, independent contractors and subcontractors shall cooperate with Rappahannock Regional Jail in any investigation involving inmate or staff conduct.

H. PREA

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 34 U.S.C. 30301 ET. Seq.) and with all applicable PREA standards, Rappahannock Regional Jail Policies related to PREA and Rappahannock Regional Jail Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" Rappahannock Regional Jail will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Rappahannock Regional Jail policies may result in termination of the contract.

All contractor staff will be required to complete the mandatory PREA Forms and will be scheduled to attend the next available scheduled PREA training class.

I. ADA

AMERICANS WITH DISABILITIES ACT. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract, or from activities provided for under this Contract, on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to all benefits, services, programs and activities provided by the Rappahannock Regional Jail through contracts with outside contractors. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Rappahannock Regional Jail from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Rappahannock Regional Jail as a result of the Contractor's failure to comply with the provisions of this Paragraph.

ATTACHMENT A
Insurance Specifications

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Rappahannock Regional Jail named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits	
Employers' Liability Insurance	\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

Commercial General Liability

Combined Single Limit	\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000 General Liability
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Products/Completed Operations: Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

	\$1,000,000 Personal and Advertising Injury \$100,000 Fire Damage Legal Liability
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<i>Comprehensive Automobile Liability:</i>	Including owned, non-owned and hired car coverage
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	Combined Single Limit - \$1,000,000 each accident
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<i>Excess Liability</i>	\$1,000,000 per occurrence
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Medical Malpractice Coverage:

The contractor shall at all times provide medical malpractice coverage in a minimum amount per occurrence to meet the limitation placed on recovery in medical malpractice actions by the Commonwealth of Virginia (Section 8.01-581.15, Code of Virginia) and an aggregate amount of two times the minimum amount per occurrence. The contractor shall provide the following:

Effective 7/1/07 - \$1.95 million per occurrence, \$3.90 million aggregate

Effective 7/1/08 - \$2 million per occurrence, \$4 million aggregate

Note 1: Contractual Liability covers the following indemnity agreement:

“The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.”

NOTE 2: To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols “X-C-U”.

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at a minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor’s self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Rappahannock Regional Jail. This policy shall be endorsed to be primary with respect to the additional insured.

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #2022-P**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER (or a statement as to why such Number is not required)

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT C

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the Rappahannock Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT D

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner 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 written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

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

Section Title	Page Number	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 die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- 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 2.2-4342F. 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 be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 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. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

RAPPAHANNOCK REGIONAL JAIL

**ATTACHMENT E
REFERENCES**

To Be Completed by Offeror

1. QUALIFICATION OF BIDDER: The bidder certified it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services ____ years ___ months.
3. REFERENCES: Indicate below a listing of at least two (2) recent references for whom the bidder has provided this type of service. Include the date the services were furnished and the name and address of the person that the Rappahannock Regional Jail has your permission to contact. If the bidder has not recently provided this type of service, list at least two (2) general references that the Rappahannock Regional Jail has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	EMAIL _____
	_____	Phone _____
_____	_____	EMAIL _____
	_____	Phone _____
_____	_____	EMAIL _____
	_____	Phone _____
_____	_____	EMAIL _____
	_____	Phone _____
_____	_____	EMAIL _____
	_____	Phone _____

SUBMIT THIS FORM WITH PROPOSAL

GENERAL CONTRACT TERMS AND CONDITIONS:

1. ANNUAL APPROPRIATIONS:

It is understood and agreed that this contract shall be subject to annual appropriations by the Rappahannock Regional Jail Authority. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

2. PROPOSAL ADDENDUMS:

A person authorized to bind the contractor and returned prior to the date established for receipt of proposals or included with the proposal submitted must sign all addendums issued by the Rappahannock Regional Jail. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supersedes original scope of services that are changed by the addendum.

3. PROPOSAL DOCUMENTS:

These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.

4. CANCELLATION OF PROPOSALS:

The Rappahannock Regional Jail reserves the right to cancel the Request for Proposal, and to reject any or all proposals in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the Rappahannock Regional Jail. The reasons for cancellation or rejection shall be made part of the contract file. The Rappahannock Regional Jail may also waive any minor informalities or irregularities in any proposal where such action serves the Rappahannock Regional Jail's best interest.

5. COLLUSION:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

6. CONDITIONS OF PROPOSAL:

- a. Each Offeror is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful Offeror of his obligation to perform as per the provisions of the contract.
- b. After proposal opening, all proposals submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days.
- c. The procedure for Proposal withdrawal shall be stated as follows: The Offeror shall submit to the Purchasing Agent his original work papers, documents, and materials used in the preparation of the proposal within two (2) days after the date fixed for opening of proposals. The work papers shall be delivered by the Offeror in person or by registered mail. Such mistakes shall be proven only from the original work papers, documents, and materials delivered as required herein.
- d. Scope of services or required information in proposal used are considered to be a minimum for acceptance by the Rappahannock Regional Jail. Alternate proposals are acceptable only if alternate is equal to or better than that specified. The Rappahannock Regional Jail will be the sole body to determine acceptable alternatives/equality.
- e. Offerors shall include manufacturer's name, make, model number, and any warranties where applicable.
- f. The Rappahannock Regional Jail may require more complete detail on items quoted or samples prior to proposal award, at no expense to the Rappahannock Regional Jail. If not destroyed or used during testing, samples will be returned at the Offeror's request and expense.

7. CONTRACTUAL DISPUTES:

Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The County shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. 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 the Virginia Public Procurement Act.

8. CONTRACT EXTENSIONS:

The Rappahannock Regional Jail reserves the right to offer contract extensions to successful Offerors with no increase in price or with pricing as specified within the proposal package.

9. CONTROLLING LAW; VENUE:

This contract is made, entered into, and shall be performed in the County of Stafford, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Stafford County General District Court or the Stafford County Circuit Court.

10. DEFAULT

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the RRJ may consider the Successful Offeror to be in default. In the event of default, the RRJ will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty (20) days, the RRJ, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the RRJ in completing the system to a capability equal to that specified in the contract.

11. DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR (Code of Virginia, Section 2.2-4312)

1. 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 vendor.
2. 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 in accordance with the Virginia Public Procurement Act, 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.

12. EMPLOYMENT OF ILLEGAL ALIENS:

The contractor does not, and shall not during the performance of this contract; knowingly employ an Unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

13. ETHICS:

By submitting their signed proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that 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.

14. FEDERAL IDENTIFICATION NUMBER:

The contractor's federal identification number (or social security number if an individual) is _____.

15. INDEMNIFICATION:

Under this contract, the successful Offeror agrees to indemnify, defend and hold harmless the Rappahannock Regional Jail, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, or the use of any services or materials furnished (or made

available) by the successful Offeror, provided that such liability is not attributable to the Jail's sole negligence. The Contractor shall notify the Rappahannock Regional Jail of any suit, claim, demand, loss or action made or filed against the Contractor immediately upon the Contractor's receipt or learning of it.

The owner will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a proposal, the proposer agrees not to request such clauses in the resulting contract.

16. LAWS AND REGULATIONS:

All applicable state laws and Rappahannock Regional Jail rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein.

17. MINORITY AND WOMEN-OWNED BUSINESSES:

The RRJ welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Jail. The Rappahannock Regional Jail actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Jail's Internet site at www.rrj.state.va.us.

18. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

Rappahannock Regional Jail does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. - 4343.1.

19. NON-APPROPRIATION:

Contracts are made subject to the appropriation of funds by the Board of Directors of the Rappahannock Regional Jail Authority and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the Rappahannock Regional Jail.

20. NONDISCRIMINATION:

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of his section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. NON-WAIVER:

The failure of Contractor or the Rappahannock Regional Jail to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the Rappahannock Regional Jail of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

22. OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS:

1. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
2. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in

the best interest of the Jail.

23. PAYMENT OF SUBCONTRACTORS:

The contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to the contractor under this contract for work performed by a subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received by the contractor attributable to the work performed by the subcontractor under this contract, or
- b. Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the County, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

24. QUESTIONS:

- a. Any questions about items shall be submitted to the Purchasing Agent or designee not less than (5) five days prior to the bid opening by e-mail, telephone or in writing.
- b. Necessary replies will be sent to all bidders of record as an addendum, which becomes part of the bid package.
- c. Oral instructions do not form a part of the bidding instrument.

25. RECORD RETENTION/AUDITS:

- 1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror's proposal and any contract awarded pursuant to this Request for Proposals. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Rappahannock Regional Jail on demand and without advance notice during the Successful Offeror's normal working hours.
- 2. Jail personnel may perform in-progress and post-audits of Offeror records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

26. REJECTION OF PROPOSALS:

The Rappahannock Regional Jail may reject a proposal if:

- a. The Offeror misstates or conceals any material fact in the proposal, or if,
- b. The proposal does not strictly conform to the law or the requirements of the proposal, or if,
- c. The proposal documents are in any respect incomplete or unsigned, or if,

The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the Rappahannock Regional Jail on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which proposals are invited.

27. SEVERABILITY

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

28. SUBMITTAL OF PROPOSALS:

- a. Proposals shall include all costs as described and indicated by the required information in proposal.

- b. Proposals should be submitted in a sealed envelope with proposal number and proposal closing date written on outside of the sealed envelope.
- c. It is the sole responsibility of the Offeror to have his proposal submitted at the place and by the time shown on the proposal form. Proposals received after this time will not be considered.
- d. Telephone facsimile or e-mail proposals are not acceptable.
- e. After three (3) consecutive "no responses" in any given commodity/service classification, the Rappahannock Regional Jail reserves the right to remove the company from the bid list for that commodity/service.
- f. Proposal shall be submitted on the designated form, with blank spaces properly filled.
- g. Proposal shall be signed in longhand on the Proposal form below the typed name of the person authorized to bind the Offeror to a contract. Proposal must be signed in order to be considered responsive.
- h. If the Offeror is a corporation, partnership or limited liability company, proposal must be signed with the legal name of the corporation, partnership or limited liability company, and the signature of a person authorized to bind a corporation, partnership or limited liability company to a contract.

29. TAXES:

- 1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.
- 2. The Rappahannock Regional Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

30. TERMINATION OF CONTRACT:

- 1. The Rappahannock Regional Jail reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- 2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Rappahannock Regional Jail.
- 3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Offeror, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving (30) thirty days written notice to the Offeror.
- 4. If the termination clause is used by the Jail, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

31. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

The Offeror is advised that the resultant contract will be extended, with the authorization of the Offeror, and subject to receipt of necessary approvals, to other public bodies of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Offeror must deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Rappahannock Regional Jail acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of a proposal. It is the awarded Offeror's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

Each locality has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that locality. The Rappahannock Regional Jail shall **not** be held liable for any costs or damages incurred by another jurisdiction as result of any award extended to that jurisdiction or political subdivision by the awardee.

32. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:

If the Contractor is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or is registered as a registered limited liability partnership, the Contractor agrees that during the performance of the contract it is 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.

33. VIRGINIA FREEDOM OF INFORMATION ACT:

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

34. PAYMENT TERMS:

The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

THE RAPPAHANNOCK REGIONAL JAIL RESERVES THE RIGHT TO WAIVE INFORMALITIES IN PROPOSALS AND TO PURCHASE ANY PART OF OR THE WHOLE OF THE ITEMS LISTED.