

**VIRGINIA PENINSULA REGIONAL JAIL  
WILLIAMSBURG, VIRGINIA**

**757-820-3915**

**Date: Wednesday, May 23, 2018**



**Request for Proposals # VPRJ-2018-01**

**PHARMACEUTICAL SERVICES**

**DUE DATE: JUNE 22, 2018**

**Time: 11:00am, Est.**

Receipt Location: Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

**Pre-Proposal Conference – Mandatory**

**Date: June 6, 2018**

**Time: 1:00pm, Est.**

Location: Virginia Peninsula Regional Jail

**Question & Answer Deadline Submission**

**Due Date: June 15, 2018**

**Time: 1:00pm, Est.**

**All questions pertaining to this RFP are to be submitted in writing to the email address below.**

Requests for Proposals Prepared by:  
Lt. Colonel Roy C. Witham, Assistant Superintendent  
Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Office: 757-820-3904 Fax: 757-887-1849  
Email: [rwitham@vprj.net](mailto:rwitham@vprj.net)

**PART I**  
**STATEMENT OF NEEDS**

**1.0 Introduction**

**1.1 Purpose.** The purpose of this Request for Proposal is to solicit proposals to establish a contract through competitive negotiation for the purchase of comprehensive pharmaceutical services specified herein to be provided at the Virginia Peninsula Regional Jail located at 9320 Merrimac Trail, Williamsburg, VA 23058.

**1.2 Background.** The Jail Authority constructed and maintains the Jail pursuant to 53.1-95.2 of the Code of Virginia. The Superintendent of the Jail operates the Jail and controls activities within the Jail pursuant to section 53.1-95.8 of the Code of Virginia and other applicable laws.

**1.3 Definitions.** Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

- A. **Jail Authority.** "Jail Authority" means the Virginia Peninsula Regional Jail Authority, a governing body of two or more counties, cities, and towns or a combination thereof by concurrent ordinances or resolutions or by agreement.
- B. **Contract.** "Contract" means the Goods and Services Contract, a sample of which is attached to this Request for Proposal, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.
- C. **Contractor.** "Contractor" means the offeror to whom the Superintendent awards the Contract.
- D. **Inmates.** "Inmates" means all males and females, including adults and minors, residing in the Regional Jail. This term shall include prisoners, persons serving a state, county or federal sentence, persons committed by ICE, and persons admitted to the Jail.
- E. **Jail.** "Jail" means the Virginia Peninsula Regional Jail located at 9320 Merrimac Trail in James City County, Virginia.
- F. **Medical Services Provider.** "Medical Services Provider" means the legal entity with which the Jail has contracted for the provision of comprehensive medical services at the Jail.
- G. **Offeror.** "Offeror" means any legal entity that may choose to submit a proposal in response to this solicitation.

H. **Superintendent.** “Superintendent” means the Superintendent of the Virginia Peninsula Regional Jail.

I. **Daily.** Defined as the standard business hours of the Jail from 8am to 5pm.

#### 1.4 **Points of Contact.**

1.4.1 **Contract Specialist.** The Jail’s Contract Specialist for this solicitation, together with such Contract Specialist’s contact information, is found on the cover page of this solicitation.

1.4.2 **No Contact Policy.** The Jail’s “No Contact Policy” set forth in Part II (“Instructions to Offerors”), Section 1.3 (“No Contact Policy”) applies to this solicitation.

1.4.3 **Technical Representative.** The Jail will furnish the Contractor with contact information for the Jail’s technical representatives for this Contract upon award of the Contract.

1.4.4 **Delivery.** Each deliverable shall be completed in a timely manner and in accordance with any required contract schedule and any other contract requirements to the appropriate technical representative with a copy to the Jail’s representative for this solicitation.

#### 2.0 **Requirements and Deliverables.**

##### 2.1 **Scope of Services.**

###### 2.1.1 **Generally.**

A. The Contractor shall provide daily medical prescriptive and non-prescriptive services in a cost-effective and efficient manner. The Contractor shall provide all medical prescriptive and non-prescriptive services in accordance with all applicable federal and Virginia statutes and regulations and the standards established by the American Correctional Association, the National Commission on Correctional Health Care for health services in jails, and the Virginia Department of Corrections Standards. The Contractor shall provide such medical prescriptive and non-prescriptive services using only licensed, registered, certified and professionally trained pharmacists.

B. The Contractor shall fill and deliver medication requests within a 24-hour time period. The Contractor shall have a process in place that ensures the daily delivery of medications.

C. The Contractor shall provide pharmacy services including daily delivery of medications. The Contractor shall establish an emergency system for the provision of STAT medications and the provision of medications outside of normal business hours.

- D. The Contractor shall provide and utilize an electronic medication ordering system equipped with a back-up system for the ordering of all medications.
- E. The Contractor shall provide in-service training for the Contractor's personnel and VPRJ employees as required by the Superintendent and/or the Health Service Administrator.
- F. The Contractor shall maintain complete and accurate automated pharmacy and prescription records of all Inmates. The Contractor shall maintain and monitor all Inmate medication profiles and pharmacy records.
- H. Contractor shall provide all equipment to comply with contract. Equipment deemed necessary are medication carts and computer hardware to host the medication software
- I. The Contractor shall provide monthly administrative and operational reports to the Superintendent and the Contractor shall be available to the Superintendent and the Medical Services Provider for consultation regarding medication management.
- J. The Contractor shall perform a quarterly program and financial review of the Contract at the direction of the Superintendent.
- K. The Contractor shall appear and participate in hearings regarding Inmates at the request of the Superintendent.
- L. Contractor shall provide a comprehensive list of medication which can be returned and credited to VPRJ.
- M. Contractor shall provide a detailed process and instruction on how medications are to be packaged for return and credit.
- N. Contractor shall provide detailed monthly invoices of ordered medications and reimbursements.
- O. Contractor shall establish a destruction process for medication and shall destroy any medication at the request of VPRJ.

2.1.2 **Licensure Requirements.** The Contractor shall be licensed in accordance with all applicable state and federal laws, including the regulations of the State of Virginia Board of Registration in Pharmacy, the regulations of the United States Department of Justice, and the regulations of the United States Drug Enforcement Administration for retail pharmacies and Controlled Substance Schedules II through VI. The Jail and the Superintendent shall not bear any financial responsibility for the cost of required licensure or education.

**2.1.3 In-Service Training Programs.** The Contractor shall provide in-service training for the Contractor's personnel and Jail employees as required by the Superintendent and the Medical Services Provider. Such training shall include drug security training, documentation training, specific medication use training, therapeutics and medication management training, and training regarding sanitation standards for medication administration. The Contractor shall initiate such training only upon receiving a written request from the Superintendent.

**2.1.4 Drug Formulary.** The Contractor shall provide the Superintendent with a drug formulary created with the assistance of the Medical Services Provider. The Contractor shall ensure the drug formulary contains (i) a comprehensive list of medications by drug categories, (ii) the cost associated with the delivery of each drug, and (iii) a list of medications the Contractor will not use in the fulfillment of prescription orders.

## **2.2 Personnel Requirements.**

**2.2.1 Minimum Credentials for Pharmacists.** The Contractor shall provide pharmacists licensed to practice pharmacy in the Commonwealth of Virginia. The Contractor shall only provide pharmacists maintaining an active federal Drug Enforcement Agency number. The Contractor shall provide copies of all pharmacists' licenses at the time the Contract is awarded and prior to the Contractor providing any services under this Contract. The Jail and the Superintendent shall not bear any financial responsibility for the cost of required licensure or education.

### **2.2.2 Licensure of Certain Employees.**

**2.2.2.1 Current Licenses, Certifications, and Registrations Required.** The Contractor shall require all pharmacists maintain ongoing licensure, certification, or registration pursuant to the laws and regulations of the Commonwealth of Virginia and as necessary for the Contractor to perform the full scope of services requested by this solicitation. The Jail and the Superintendent shall not bear any financial responsibility for the cost of required licensure or education.

**2.2.2.2 Licensing Agency and Regulatory Reporting Requirements.** The Contractor shall notify the Superintendent within 24 hours of learning of any formal complaints filed by licensing agencies or commissions against personnel assigned by the Contractor to perform services at the Jail under a license or certification granted by a licensing agency or commission. The Contractor shall implement written procedures, which procedures must be approved in writing by the Superintendent, that require any employee of the Contractor who has received a formal complaint from any applicable licensing agencies or commissions to make a report of the formal complaint to the employee's immediate supervisor and to the Superintendent within 24 hours of receipt of the formal complaint.

**2.2.3 Approval of Personnel.** The Superintendent must approve each person employed or assigned by the Contractor to perform services in the Jail. The Contractor shall request

approval for each person before either making an offer of employment to or an assignment of that person to work in the Jail at least two weeks prior to the date on which such person is to start working at the Jail. The Contractor shall include with the request for approval for each person all information and authorization necessary for the Superintendent to complete a background investigation of that person. The Superintendent reserves the right to reject without cause the employment or assignment by the Contractor of any person to work in the Jail. The Superintendent may require the Contractor to remove any person assigned by the Contractor from the Jail at the Superintendent's discretion.

- 2.2.4 **Initial Jail Orientation.** Within ten days following the signature of the Contract by the Superintendent, the Contractor and all persons assigned by the Contractor shall attend orientation training prescribed by the Superintendent and shall complete an in-service training program approved or prescribed by the Superintendent that complies with the standards of the American Correctional Association, the National Commission on Correctional Health Care for health services in jails, and the Virginia Department of Corrections Standards. New employees hired by the Contractor during the term of the Contract shall attend this orientation training and in-service training prior to performing any services at the Jail. The Contractor shall bear all costs for this orientation training and in-service training.
- 2.2.5 **Jail Staff Meetings.** The Contractor shall ensure personnel attend all staff meetings, as required by the Superintendent, including, but not limited to, quality assurance reviews, risk management reviews, and administrative meetings.
- 2.2.6 **Reporting by Personnel.** The Contractor shall ensure that its personnel report promptly to the Superintendent any problems or unusual incidents that the Contractor's personnel observe to occur in the Jail.
- 2.2.7 **Uniforms (if necessary to comply with the Scope of Work).** The Contractor shall cause its personnel to wear uniforms approved by the Superintendent. All uniforms shall identify clearly the Contractor's personnel as an employee or subcontractor of the Contractor. All uniforms shall consist of professional, clean, and coordinated attire free from excessive wear at all times.
- 2.2.8 **Roster.** Prior to beginning the performance of the Contract and no less than once every six months thereafter, or more frequently if the Superintendent so requests, the Contractor shall furnish the Superintendent with a current roster of all persons assigned by the Contractor to provide services at the Jail. This roster must include the person's name, employer, job title, employment location, home address, and telephone number. Further, upon employing or otherwise assigning a person to provide services at the Jail and upon terminating or removing a person from the person's employment or assignment to provide services at the Jail, the Contractor shall furnish the Superintendent's Human Resource Officer with the name and job title of such person and the effective dates of such actions.

**2.2.9 Notice of Arrests and Protective Orders.** The Contractor shall notify the Superintendent within 24 hours of learning of the arrest of or service of a protective order of any kind on any person assigned by the Contractor to perform services at the Jail. The Contractor shall implement written procedures, which procedures must be approved in writing by the Superintendent, that require any employee of Contractor who has been arrested for any offense to make a report of the employee's arrest to the employee's immediate supervisor and to the Superintendent within 24 hours of the arrest.

### **2.3 Security Requirements.**

#### **2.3.1 Background Investigations.**

- A. No person assigned by the Contractor to perform services in the Jail will be allowed into the Jail until the background investigation of that person has been completed and approved by the Superintendent.
- B. To facilitate the background investigation process, the Contractor shall furnish the Superintendent with the name, address, social security number, date of birth and position for each prospective employee on a form, if any, prescribed by the Superintendent.

#### **2.3.2 Drug Testing.**

- A. The Contractor shall conduct pre-employment drug testing on all applicants who have been offered employment by the Contractor. The Contractor shall use a certified laboratory from the approved list provided by the Superintendent. The Contractor shall bear all costs associated with the pre-employment drug testing. All drug testing must be in accordance with the Superintendent's policies and procedures for drug testing. No person on whom drug testing has not been conducted shall be assigned to work at the Jail.
- B. All persons assigned by the Contractor to perform services at the Jail shall submit to random drug testing at the direction of the Superintendent. All of the Contractor's personnel shall be subject to post-accident drug testing and drug testing where reasonable suspicion exists that Part III ("Terms and Conditions"), Section 2.7 ("Drug-Free Workplace") of the Request for Proposals has been violated. The Contractor shall reimburse the Jail and the Superintendent for any expenses that the Jail and the Superintendent incur in conducting this drug testing.
- C. The Superintendent will deny entry to the Jail to any person assigned by the Contractor to work in the Jail who appears to the Superintendent to be under the influence of drugs or alcohol. If the Superintendent suspects that a person assigned by the Contractor to work in the Jail to be under the influence of drugs or alcohol, the Superintendent may require that the person submit to drug and alcohol testing or other investigation, and the Contractor agrees to cause such person to submit to such testing or investigation. If the person tests positive for

drugs or alcohol, the Contractor shall remove the person from the Jail, and the Superintendent may cause the person to be prosecuted.

### **2.3.3 Security Policies.**

- A. The Contractor shall comply with all security-related policies and procedures of the Jail and the Superintendent and shall cooperate in all investigations arising out of services performed by the Contractor at the Jail as required by the Superintendent.
- B. The Contractor shall ensure that all personnel, equipment, supplies and materials comply with any and all rules, regulations, and procedures of the Jail. The Contractor shall address all questions to the appropriate technical representative of the Superintendent or the Superintendent's Designee. The Superintendent will make available and explain rules, regulations and procedures governing the entry and conduct of persons working inside the Jail at the point of entry. The Superintendent may deny entry to any person whom the Superintendent suspects of a breach of security or for failure to follow published rules, regulations, or procedures.
- C. The Superintendent may search the persons and personal items of all persons assigned by the Contractor to work in the Jail each time they enter the Jail or its grounds. The searches may be frisk searches, searches by metal detectors, or searches by narcotics detection canines. The Contractor's personnel shall obtain the Superintendent's specific approval prior to bringing any items into or taking any items out of the Jail. The Superintendent may search or inventory all equipment, supplies, and materials at any time while on the Jail grounds. The Contractor shall ensure that persons it assigns to work in the Jail secure all such equipment, supplies, and materials as may be directed by the Superintendent so as not to present a security threat or any other type of threat.
- D. Neither the Contractor nor any person the Contractor assigns to work in the Jail shall attempt to introduce contraband into the Jail, assist in escapes from the Jail, or engage in contact or interaction not expressly authorized by the Superintendent with or deliver, receive, or otherwise transfer any item to or from any inmate or ward at the Jail. The Superintendent will cause violations of this provision to be prosecuted.
- E. The Contractor shall ensure that movement of persons assigned by the Contractor to perform services in the Jail is limited to movement within their assigned work area and to and from their assigned work area.



- 2.3.4 **Identification.** Each person assigned by the Contractor to work in the Jail shall possess a valid government-issued identification card bearing a recent photograph that accurately depicts the person. In addition, the Superintendent will provide an identification card to each such person. The Contractor shall cause each such person to wear and visibly display the identification card at all times when in the Jail or on its grounds. The Contractor shall return the identification card to the Superintendent when the person is no longer assigned to work at the Jail.
- 2.4 **Distribution of Medications by Contractor.**
- 2.4.1 **Ordering Process.** The Contractor shall implement a defined process for the ordering of bulk medications and refill medications.
- 2.4.2 **Medication Delivery System.** The Contractor shall use a delivery system that allows for medication orders to be automated. The Contractor shall ensure such automated medication orders are received and processed by a pharmacist licensed in accordance with the requirements set forth in Sections 2.2.1 and 2.2.2.1 herein. The Contractor shall provide for daily delivery of medications, including holidays. Upon receipt of an order, and prior to the Contractor distributing any medications to an Inmate, the Contractor shall evaluate the Inmate's pharmacy records for any potential drug allergies, drug interactions, drug duplication, or contraindication of medications. If the Contractor determines a drug allergy, drug interaction, drug duplication, or contraindication of medication could occur if the Inmate receives the ordered medication, then the Contractor shall stop filling the medication order and immediately contact the prescribing physician for further instructions. The Contractor shall record such review and evaluation in the Inmate's pharmacy records each time a medication order is filled.
- 2.4.3 **Medication Package Labels.** The Contractor shall properly label all medications in accordance with all applicable laws. The Contractor shall affix a label to each prescription or individual over-the-counter medication package. The Contractor shall ensure all labeling meets all applicable state and federal labeling regulations, and, at minimum, each label shall include (i) Inmate name (ii) Inmate identification number, (iii) Inmate location, (iv) date dispensed, (v) expiration date, (vi) prescription number (if applicable), (vii) name of medication, and (viii) dosage and quantity of the medication.
- 2.4.4 **Oral Medication.** The Contractor shall distribute all oral medication in blister packs.
- 2.4.5 **Over-the-counter Medications.** The Contractor shall provide over-the-counter medications in bulk packaging, except, when distributing over-the-counter medications by individual order, the Contractor can utilize alternative packaging methods.
- 2.5 **Medication Destruction Procedure.** The Contractor shall implement and utilize a system for the destruction of all medications left in the possession of the Superintendent after an Inmate's release from the custody of the Superintendent.
- 2.6 **Electronic Records System.**

- 2.6.1 Inmate Prescription Records.** The Contractor shall ensure that Contractor personnel properly and adequately record all medications provided to Inmates. Such recordation of medications shall be performed in accordance with applicable requirements of governmental and accrediting agencies including the National Commission on Correctional Health Care, American Correctional Association, and the Virginia Department of Corrections. The Contractor shall establish a system for the uniform preparation and maintenance of pharmacy records by personnel. The Contractor shall be responsible for maintaining accurate, comprehensive, legible, up-to-date pharmacy records on each Inmate receiving medications from the Contractor. The Contractor shall maintain complete and accurate records of all Inmates in accordance with applicable Virginia and federal standards. The Contractor shall maintain an electronic record entry for each Inmate receiving medications from the Contractor. To the extent the Contractor is governed by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as it relates to Protected Health Information as defined in the Act, the Contractor shall comply with HIPAA.
- 2.6.2 Records Property of Jail.** All records prepared by the Contractor shall be the sole property of the Jail.
- 2.7 Reports, Inspections and Audits.**
- 2.7.1 Administrative and Operational Reports.** The Contractor shall provide the Superintendent with monthly administrative and operational reports containing the following information: (i) total drug costs for the previous month, (ii) list of prescription usage including information about the therapeutic classes of each medication, (iii) list of prescriptions prescribed by each physician/clinician, and (iv) analysis of over-the-counter medication distributions. The Contractor shall provide the Superintendent with any additional reports at the request of the Superintendent.
- 2.7.2 Quarterly Inspections and Audits.** The Contractor shall employ a licensed pharmacist to conduct and perform quarterly inspections and audits of the Contractor's services. The Contractor shall ensure such inspections and audits investigate regulatory compliance, drug security, drug storage, and expiration data compliance. If the results of the inspections or audits indicate the Contractor's services fail to meet regulatory compliance, drug security, drug storage, or expiration data compliance, the Contractor shall implement procedures and policies to correct failures to meet standards and to ensure compliance within seven (7) calendar days of receipt of the inspection or audit results.
- 2.7.3 Annual Performance Audits.** At the request of the Superintendent, the Contractor shall assist and cooperate with all comprehensive audits of the pharmaceutical services provided by the Contractor under this Contract. Such audits will occur no less than one time per calendar year, and the audits will consist of a pharmaceutical record audit of ten-percent of the Jail's current pharmacy and financial records. No less than twenty pharmacy records will be reviewed for each audit.

- 2.8 **Policy and Procedure Development.** The Contractor, on or before March 15<sup>th</sup> of each calendar year, shall, with the assistance of the Medical Services Provider, conduct a review and update of all pharmacy policies, including all procedures, manuals and forms necessary for fulfilling the Contractor's obligations under this Contract. The Contractor shall ensure all pharmacy policies and procedures comply with the standards of the National Commission on Correctional Health Care, the American Correctional Association, the Virginia Department of Corrections, and be consistent with the regulations of the Jail, the Virginia Department of Public Health, and the State of Virginia Board of Registration in Pharmacy. Upon completion of the annual review and whenever requested by the Superintendent, the Contractor shall provide the Superintendent with copies of all such policies, procedures, manuals and forms on a CD in Microsoft Word format. All policies, procedures, manuals and forms developed by the Contractor shall become the property of the Jail.
- 2.9 **Work Space, Equipment, Supplies, and Utilities Requirements.**
- 2.9.1 **Work Space.** The Superintendent will provide adequate office space and work space for the Contractor to perform the services outlined herein.
- 2.9.2 **Information Technology Infrastructure.** The Superintendent will make available to the Contractor, for use in the performance of the services under this Contract, all underlying information technology infrastructure for the Contractor to operate computer systems and software. The Superintendent will provide the Contractor with landline telephone communications. The Contractor shall be responsible for the costs of any additional telephone extensions, telephone switchboards, telephone lines, "clean data lines," or personal message communication systems installed or purchased by the Superintendent at the request of the Contractor.
- 2.9.3 **Contractor to Provide Equipment and Supplies.** The Contractor shall be responsible for providing all additional equipment necessary to perform the services outlined herein. The Contractor shall provide all supplies necessary to perform the services required by this solicitation. The Contractor shall provide all computer hardware, software, telecommunication and computer equipment, including direct inward dial lines (e.g., facsimile transmission lines and lines to the Contractor's headquarters external server). The Contractor shall keep all equipment the Contractor provides properly maintained. The Contractor shall pay all costs associated with the maintenance, repair, and service of its equipment. The Contractor shall obtain the prior written approval of the Superintendent for all equipment the Contractor plans to bring into the Jail.
- 2.9.4 **Utilities for the Jail.** The Superintendent will pay all costs of utilities for the Jail. The Contractor shall pay the Jail for the costs of all long-distance telephone calls for which the Jail is billed. The mechanism for the Contractor's payment will be a deduction from the Contractor's invoice of the amount of the Jail's costs. If the costs exceed the amount of the Contractor's invoice, the Contractor shall pay the difference to the Jail within 45 calendar days of a demand from the Jail for payment of the difference.

**2.9.5 Secure Medicine Storage.** The Superintendent will provide the Contractor with a secure location within the Jail for the storage of medications. The Contractor shall store all medication within this secure location.

**2.10 Contractor Assistance Upon Termination.**

**2.10.1 Cooperation by Contractor.** The Contractor, upon termination of this Contract, shall cooperate with the Superintendent to ensure that the Superintendent can provide continued pharmacy services to Inmates. The Contractor shall, within 90 calendar days of receiving a written request by the Superintendent, provide the Superintendent with the following: (i) names, addresses and telephone numbers of Contractor personnel; (ii) personnel organizational charts and certifications; (iii) lists of subcontractors, including names, addresses and telephone numbers; (iv) inventory lists of pharmaceuticals and supplies; (v) equipment lists including maintenance records and current equipment condition; and (vi) policies, procedures, manuals, and forms developed by the Contractor pursuant to Section 2.8 on a CD in Microsoft Word format. The Contractor shall not, through the use of “non-compete” clauses with the Contractor’s personnel or by any other means whatsoever, prevent or restrict the ability of the Contractor’s personnel to enter into any contractual or employment relationship with any legal entity which may provide services of the nature described in this Request for Proposals to the Superintendent at any time following the termination of this Contract.

**2.10.2 Transition Period.** The Contractor shall participate in a 60 calendar day transition period upon termination of the Contract. The Contractor shall cooperate and support such transition period to ensure the successful transition to new providers without any interruption of services to the Superintendent.

**2.10.3 Records System Transition.** The Contractor shall, upon termination of the Contract, provide the Superintendent with all Inmate pharmacy records and related files. The Contractor shall assist the Superintendent in the transfer and migration to a compatible system of all electronic Inmate pharmacy records and related files.

**2.10.4 Reimbursement to Jail for Overpayment.** The Contractor shall, upon termination of the Contract, reimburse the Jail for any unused medication paid for by the Jail and found in original packaging that can be returned by the Contractor to the supplier.

**2.11 Cooperation by Contractor in Litigation.** The Contractor shall cooperate with the Superintendent in the defense of any litigation brought by any person not party to this Contract, including suits that concern the services provided under this Contract.

**2.12 Participation by Contractor in Hearings.** The Contractor shall, at the request of the Superintendent, appear and participate in hearings, including, but not limited to, any court hearings, civil commitment hearings, hearings on petitions for discharge from any Virginia medical facility or hospital, competency and substituted judgment hearings,

guardianship hearings, hearings on petitions for Inmates to receive life-sustaining medications or procedures, and civil litigation hearings.

3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section.

3.1 **Tab 1 – Signed Forms.** This tab must include the completed and signed Signature Sheet.

3.2 **Tab 2 – Statement of Scope.** This tab should concisely state the Offeror's understanding of the scope of services requested by the Request for Proposals.

3.3 **Tab 3 – Executive Summary.** This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.

3.4 **Tab 4 – Key Personnel.**

A. This tab should identify each of the Offeror's employees who will provide services pursuant to any contract resulting from this Request for Proposals. The identified employees must include all managers and supervisors who will perform services at or for the Justice Center. For each employee, this tab should include the following, in the format of a résumé or curriculum vitae:

1. Name and title.
2. Proposed function in providing the Offeror's services under any contract resulting from this Request for Proposals.
3. Educational background.
4. Licenses held, if any.
5. Professional registrations and memberships, if any.
6. Years of relevant experience and a description of that experience.

B. This tab should include an organizational chart describing the reporting relationships between the assigned employees.

C. This tab should describe the Offeror's hiring process and standards for employees the Offeror plans to hire after the Offeror is awarded the Contract.

3.5 **Tab 5 – Offeror History.** This tab should include a comprehensive narrative history of the Offeror's organization, including its size, the number of years it has been in business, its legal structure, its organizational chart, its particular expertise in providing the pharmacy services required by this Request for Proposals, and a copy of its most recent

audited financial statements. This tab should describe in detail the Offeror's experience in the following areas:

- A. As an organization formed and maintained for the purpose of providing the services described in this Request for Proposals.
- B. As the prime or general contractor managing the provision of the services described in this Request for Proposals in correctional facilities similar to the Jail.
- C. Specify corporate experience in providing correctional pharmacy services. Include information such as number of employees employed by the corporation, annualized dollars of payroll, and number of years in business.
- D. Describe previous and current contracts including clients name, address, telephone number, date of original contract and expiration date, number of renewals (if applicable), type and size of facility.
- E. Specify currently operated facilities that are accredited. Please include the name of the facility, accrediting agency (e.g. ACA, NCCHC, MCCS), and include dates of re-accreditation.
- F. Describe experience with similar contracts and highlight evidence of achievements in this area.

3.6 **Tab 6 – References.** This tab must include contact information for all correctional facilities for which the Offeror has provided and managed the provision of all of the services described in this Request for Proposals for at least one year during the past five years. The required contact information includes (i) the name of the organization with which the Offeror contracted, (ii) the name and type of the facility, (iii) a brief description of the services provided to the organization for the facility, (iv) when the contract commenced and the duration of the contract, (v) the name and title of a contact person (who should be the contract administrator) knowledgeable about the Offeror's performance, (vi) the contact person's mailing address, (vii) the contact person's telephone number, and (viii) the contact person's electronic mail address. By signing its proposal, the Offeror grants its consent for the Jail to contact the Offeror's references for purposes of evaluating the Offeror for this procurement and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

3.7 **Tab 7 – Project Approach.** This tab should describe in detail the Offeror's approach for providing each and every service and deliverable required by this Request for Proposals. This description should include, but by no means be limited to, the Offeror's proposal for furnishing the following documents:

- A. A written plan for a drug formulary similar to that required by Section 2.1.4.

- B. A written plan for a medication delivery and ordering system similar to that required by Section 2.4.2.
- C. A written labeling system similar to that required by Section 2.4.3.
- D. A written inmate pharmacy record program similar to that required by Section 2.6.1.
- E. Written administrative and operational reports similar to those required by Section 2.7.1.
- F. A written plan for policy and procedure reviews similar to those required by Section 2.8.
- G. Provide a back-up pharmacy for purchase of emergent medication.
- H. Provide a written action plan to mitigate costs associated with the utilization of this back-up pharmacy.
- I. Provide a cost list for the top 25 prescription medication and top 25 over the counter medication used by VPRJ as attached as Attachment A. This cost list should include a “cost plus” analysis to include total cost for each medication.

3.8 **Tab 8 – Subcontracting.** This tab should identify any of the required services that the Offeror intends to subcontract, if any, providing the following information for each such service:

- A. Reasons for subcontracting.
- B. Proposed subcontractor responsibilities.
- C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant information.

3.9 **No Price Proposal.** Pursuant to Va. Code § 2.2-4301, this Request for Proposals does not request that offerors furnish estimates of man-hours or costs for services with the offeror’s proposal.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

**Available Points**

A. **Experience in Pharmaceutical Service Delivery..... 30 Pts.**

This criterion considers the Offeror’s past and current performance as a contractor in the pharmaceutical services business. This includes the size and organizational structure of the company, experience, and expertise of current staff and employees

and its ability to provide experienced personnel to the Jail. Additionally, it includes the Offeror's experience based on the number of years in the industry and responses from client references.

**B. Experience Providing Pharmacy Services in a Correctional Facility .....30 Pts.**

This criterion examines the Offeror's ability to work in a correctional environment with a population count that exceeds 500 jail residents. It also looks at the Offeror's ability to work with an onsite medical services provider to meet the day-to-day needs of a large-scale pharmacy operation.

**C. Operational and Programmatic Approach to Delivery of Services.....20 Pts.**

This criterion considers the Offeror's delivery service methodologies, automation, and technical advances in filling prescriptions, providing automated records, reports and the cost mitigation for back-up pharmacy use.

**D. Accessibility.....20 Pts.**

This criterion considers "the degree of accessibility that the contractor will be able to provide to the Jail officials who will be administering the contract." This criterion recognizes the need for close cooperation and communication between the Superintendent and the Contractor in order to achieve the requirements of this Request for Proposals.

**Total Available Evaluation Points.....100 Pts.**





# *Virginia Peninsula Regional Jail*

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## **Attachment A**

### **Top 25 Medications**

**VIRGINIA PENINSULA REGIONAL JAIL  
TOP 25 MEDICATIONS BY PRICE  
JANUARY 1, 2018 THRU MARCH 31, 2018**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Odefsey Tablets	4	120	30	300.00%	\$10,327.94	\$2,455.07	320.68%
2	Stribild Tablet	3	90	45	100.00%	\$9,073.53	\$4,536.77	100.00%
3	Genvoya Caplet	1	30	40	-25.00%	\$2,883.35	\$3,596.53	-19.83%
4	Aristada 882mg/3.2ml Inj	1	3.2	0	100.00%	\$2,189.30	\$0.00	100.00%
5	Ventolin HFA Inhaler	35	738	144	412.50%	\$2,115.60	\$400.80	427.84%
6	Canasa 1000mg Suppository	1	60	0	100.00%	\$2,037.10	\$0.00	100.00%
7	Ranexa 1000mg Tablet	3	180	120	50.00%	\$1,726.50	\$1,151.00	50.00%
8	Qvar 80mcg Inhaler	7	60.9	8.7	600.00%	\$1,523.13	\$201.47	656.01%
9	Lantus (insulin Glargin)	2	50	30	66.67%	\$1,228.64	\$660.40	86.05%
10	Tubersol PPD~50~Test	2	20	0	100.00%	\$1,153.96	\$0.00	100.00%
11	Advair HFA 230/21 Aer	2	24	18	33.33%	\$994.76	\$684.45	45.34%
12	Invokana 300mg Tablet	2	60	30	100.00%	\$902.63	\$419.51	115.16%
13	Xarelto 20mg Tablet	2	60	30	100.00%	\$804.60	\$372.50	116.00%
14	HumuLIN R 100unit Vial	6	90	20	350.00%	\$674.48	\$285.51	136.24%
15	Naproxen 500mg Tablet	85	5024	960	423.33%	\$599.53	\$206.08	190.92%
16	Selenium Sulf 2.25% Shamp	6	1080	0	100.00%	\$573.60	\$0.00	100.00%
17	Quetiapine 200mg Tablet	26	840	301.666666	178.45%	\$543.46	\$249.93	117.44%
18	Tobrex 0.3% OPN	2	7	0	100.00%	\$423.88	\$0.00	100.00%
19	Quetiapine 400mg Tablet	14	420	157	167.52%	\$418.60	\$199.13	110.21%
20	Gabapentin 600mg Tablet	20	1650	901	83.13%	\$417.26	\$353.50	18.04%
21	Phenytoin ER 100mg Cap	13	1170	180	550.00%	\$409.37	\$62.98	550.00%
22	Mesalamine 1.2gm Tab	1	60	0	100.00%	\$402.50	\$0.00	100.00%
23	Quetiapine 300mg Tablet	14	450	270	66.67%	\$381.61	\$293.43	30.05%
24	Divalproex DR 500mg Tab	18	1140	668.666666	70.49%	\$366.32	\$320.92	14.15%
25	Bicillin LA 2.4munit/4ml	1	4	0	100.00%	\$317.85	\$0.00	100.00%

**VIRGINIA PENINSULA REGIONAL JAIL  
TOP 25 MEDICATIONS BY QUANTITY  
JANUARY 1, 2018 THRU MARCH 31, 2018**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Acetaminophen 500mg Caplt	31	8384	1801.333333	365.43%	\$93.34	\$33.55	178.18%
2	Lactulose 10gm/15ml Sol	8	8041	2601.5	209.09%	\$166.88	\$53.77	210.36%
3	Therapeutic Tar Shampoo	14	6622	709.5	833.33%	\$47.46	\$9.14	419.26%
4	Geri-Lanta Antacid Susp	11	6035	2130	183.33%	\$36.97	\$19.93	85.50%
5	Reguloid Pwd Orange	3	5400	2160	150.00%	\$51.26	\$21.14	142.48%
6	Naproxen 500mg Tablet	85	5024	960	423.33%	\$599.53	\$206.08	190.92%
7	Ibuprofen 600mg Tablet	25	4646	3000	54.87%	\$239.38	\$278.26	-13.97%
8	Selenium 1% Sulf Shampoo	22	4554	1449	214.29%	\$55.00	\$33.39	64.72%
9	Milk Of Mag Susp	2	3784	2128.5	77.78%	\$12.94	\$9.12	41.96%
10	Gavilax Powder	2	3060	0	100.00%	\$81.97	\$0.00	100.00%
11	Chlorpheniramine 4mg Tab	17	2920	1493.333333	95.54%	\$16.13	\$15.84	1.83%
12	guaifENesin 200mg Tablet	6	2640	660	300.00%	\$69.12	\$28.45	142.95%
13	Acetaminophen 325mg Tab	5	2400	680	252.94%	\$11.78	\$6.78	73.75%
14	Chlorhex 0.12% *A/F* Rins	5	2365	946	150.00%	\$37.25	\$14.90	150.00%
15	Docusate Sod 100mg Cap	48	2070	613.333333	237.50%	\$34.50	\$23.44	47.18%
16	Ranitidine 150mg Tablet	33	1920	710.333333	170.30%	\$299.52	\$163.28	83.44%
17	Calc. Antac Assort Tabs	10	1870	855.333333	118.63%	\$18.25	\$20.57	-11.28%
18	Triamcin 0.1% CR LB	4	1816	756.666666	140.00%	\$79.32	\$34.48	130.02%
19	Gabapentin 600mg Tablet	20	1650	901	83.13%	\$417.26	\$353.50	18.04%
20	Ammonium Lact 12% Lot	4	1589	378.333333	320.00%	\$35.73	\$10.23	249.15%
21	Acetaminophen 325mg Tab	4	1484	1180	25.76%	\$14.19	\$17.22	-17.60%
22	tiZANidine 4mg Tablet	17	1263	250	405.20%	\$185.06	\$65.93	180.71%
23	Phenytoin ER 100mg Cap	13	1170	180	550.00%	\$409.37	\$62.98	550.00%
24	Divalproex DR 500mg Tab	18	1140	668.666666	70.49%	\$366.32	\$320.92	14.15%
25	Triamcinolone 0.1% Cream	14	1120	160	600.00%	\$94.22	\$13.46	600.00%

**VIRGINIA PENINSULA REGIONAL JAIL  
TOP 25 OTC MEDICATIONS BY PRICE  
JANUARY 1, 2018 THRU MARCH 31, 2018**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	HumuLIN R 100unit Vial	6	90	20	350.00%	\$674.48	\$285.51	136.24%
2	Monoject 1cc 29gsaf Syr	2	500	0	100.00%	\$103.56	\$0.00	100.00%
3	Acetaminophen 500mg Caplt	31	8384	1801.333333	365.43%	\$93.34	\$33.55	178.18%
4	Monoject1cc 28g Tb Safety	1	400	400	0.00%	\$82.85	\$144.96	-42.85%
5	Gavilax Powder	2	3060	0	100.00%	\$81.97	\$0.00	100.00%
6	HumuLIN 70/30 Vial	1	10	23.333333	-57.14%	\$74.94	\$333.09	-77.50%
7	guaifENesin 200mg Tablet	6	2640	660	300.00%	\$69.12	\$28.45	142.95%
8	Selenium 1% Sulf Shampoo	22	4554	1449	214.29%	\$55.00	\$33.39	64.72%
9	Reguloid Pwd Orange	3	5400	2160	150.00%	\$51.26	\$21.14	142.48%
10	Therapeutic Tar Shampoo	14	6622	709.5	833.33%	\$47.46	\$9.14	419.26%
11	Terbinafine 1% Cream	5	180	0	100.00%	\$42.65	\$0.00	100.00%
12	Geri-Lanta Antacid Susp	11	6035	2130	183.33%	\$36.97	\$19.93	85.50%
13	Ammonium Lact 12% Lot	4	1589	378.333333	320.00%	\$35.73	\$10.23	249.15%
14	Docusate Sod 100mg Cap	48	2070	613.333333	237.50%	\$34.50	\$23.44	47.18%
15	Diotame Chew U/d 2x250	1	500	0	100.00%	\$29.85	\$0.00	100.00%
16	Triamcinolone Nasal Spray	2	33.8	0	100.00%	\$23.62	\$0.00	100.00%
17	Calc. Antac Assort Tabs	10	1870	855.333333	118.63%	\$18.25	\$20.57	-11.28%
18	Chlorpheniramine 4mg Tab	17	2920	1493.333333	95.54%	\$16.13	\$15.84	1.83%
19	Loratadine 10mg Tablet	13	390	220	77.27%	\$15.86	\$32.71	-51.51%
20	Pain Reliever Plus Tabs	6	600	341.333333	75.78%	\$15.74	\$18.13	-13.18%
21	Terbinafine 1% Cream	2	60	60	0.00%	\$15.64	\$17.65	-11.39%
22	Acetaminophen 325mg Tab	4	1484	1180	25.76%	\$14.19	\$17.22	-17.60%
23	Tolnaftate 1% Cream	4	120	0	100.00%	\$13.96	\$0.00	100.00%
24	Vitamin D3 10,000unit Cap	2	60	5	1,100.00%	\$13.80	\$3.54	289.83%
25	Milk Of Mag Susp	2	3784	2128.5	77.78%	\$12.94	\$9.12	41.96%

**VIRGINIA PENINSULA REGIONAL JAIL**  
**TOP 25 OTC MEDICATIONS BY QUANTITY**  
**JANUARY 1, 2018 THRU MARCH 31, 2018**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Acetaminophen 500mg Caplt	31	8384	1801.333333	365.43%	\$93.34	\$33.55	178.18%
2	Therapeutic Tar Shampoo	14	6622	709.5	833.33%	\$47.46	\$9.14	419.26%
3	Geri-Lanta Antacid Susp	11	6035	2130	183.33%	\$36.97	\$19.93	85.50%
4	Reguloid Pwd Orange	3	5400	2160	150.00%	\$51.26	\$21.14	142.48%
5	Selenium 1% Sulf Shampoo	22	4554	1449	214.29%	\$55.00	\$33.39	64.72%
6	Milk Of Mag Susp	2	3784	2128.5	77.78%	\$12.94	\$9.12	41.96%
7	Gavilax Powder	2	3060	0	100.00%	\$81.97	\$0.00	100.00%
8	Chlorpheniramine 4mg Tab	17	2920	1493.333333	95.54%	\$16.13	\$15.84	1.83%
9	guaifENesin 200mg Tablet	6	2640	660	300.00%	\$69.12	\$28.45	142.95%
10	Acetaminophen 325mg Tab	5	2400	680	252.94%	\$11.78	\$6.78	73.75%
11	Docusate Sod 100mg Cap	48	2070	613.333333	237.50%	\$34.50	\$23.44	47.18%
12	Calc. Antac Assort Tabs	10	1870	855.333333	118.63%	\$18.25	\$20.57	-11.28%
13	Ammonium Lact 12% Lot	4	1589	378.333333	320.00%	\$35.73	\$10.23	249.15%
14	Acetaminophen 325mg Tab	4	1484	1180	25.76%	\$14.19	\$17.22	-17.60%
15	Cetirizine 10mg Tablet	22	690	90	666.67%	\$12.88	\$6.53	97.24%
16	Pain Reliever Plus Tabs	6	600	341.333333	75.78%	\$15.74	\$18.13	-13.18%
17	Diotame Chew U/d 2x250	1	500	0	100.00%	\$29.85	\$0.00	100.00%
18	Monoject 1cc 29gsaf Syr	2	500	0	100.00%	\$103.56	\$0.00	100.00%
19	Minerin Cream	1	454	0	100.00%	\$3.19	\$0.00	100.00%
20	Monoject1cc 28g Tb Safety	1	400	400	0.00%	\$82.85	\$144.96	-42.85%
21	Loratadine 10mg Tablet	13	390	220	77.27%	\$15.86	\$32.71	-51.51%
22	Mi-Acid Gas 80mg Chew Tab	2	360	0	100.00%	\$8.08	\$0.00	100.00%
23	Mytab Gas 80mg Chew Tab	2	360	693.333333	-48.08%	\$10.10	\$29.35	-65.59%
24	Aspir-low 81mg EC Tablet	13	347	60	478.33%	\$1.34	\$0.22	509.09%
25	Benz Peroxide 5% Gel	8	340	85	300.00%	\$12.64	\$7.88	60.41%

## **PART II**

### **INSTRUCTIONS TO OFFERORS**

#### **1.0 Interpretations.**

- 1.1 Incorporation of VPRJ Policies and Procedures.** This Request for Proposals is subject to the Policies and Procedures of the Virginia Peninsula Regional Jail (“Jail”), as amended, which are hereby expressly incorporated into this Request for Proposals by reference.

#### **1.2 Explanations to Offerors.**

- 1.2.1 Inquiry.** All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to:

Roy C. Witham  
Assistant Superintendent  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Phone: (757) 820-3904  
E-mail: RWitham@vprj.net

If submitting an inquiry by facsimile transmission, the offeror should notify the Assistant Superintendent by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Procurement Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

- 1.2.2 Form of Explanation.** No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation, or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the Jail, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The Jail shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the Jail before the expiration of the ultimate time set for the receipt of proposals.

- 1.2.3 Addenda.** From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the Jail will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the Jail may consider that offeror’s proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation

process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the Jail. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 **No Contact Policy.** Any contact with any Jail representative concerning this Request for Proposals other than that outlined in section 1.2 (“Explanation to Offerors”) above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

1.4 **Pre-Proposal Meeting.** A mandatory pre-proposal meeting will be held at the date and location specified on the cover sheet.

1.5 **Other Documents.** The Statement of Needs and the Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the Jail’s form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.6 **Disqualification Due to Participation in Preparation of Solicitation.**

1.6.1 **Prohibition.** It is prohibited that any person who, for compensation, prepares a solicitation for or on behalf of the Jail from submitting a response to that solicitation or any portion thereof.

1.6.2 **Definition.** For purposes of this section 1.6, the word “prepares” has the meaning set forth and thus includes but is not limited to the following:

- (1) Serving as a Superintendent or Assistant Superintendent of the agency which has initiated the procurement;
- (2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
- (3) Serving as the procurement manager for the agency which has initiated the procurement;
- (4) Serving as the procurement officer in charge of the procurement;
- (5) Assisting in the development of specifications for invitations for bids or requests for proposals;
- (6) Attending an evaluation committee meeting that is closed to the public;

- (7) Voting on or scoring a bid or proposal; or
- (8) Any other participation in the procurement process which could lead to unfair advantage.

1.6.3 **Disqualification and Waiver.** The Superintendent shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation. The disqualification determination is final.

1.6.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Superintendent concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the Jail's no contact policy because the person discussed the solicitation with a Jail representative other than the contract specialist responsible for the procurement.

## 2.0 **Preparation of Proposals.**

2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the Evaluation Committee. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.

2.2 **Substantive Nature of Proposals.** Proposals that are not substantive may be considered non-responsive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.

2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is a firm or corporation, the offeror must show the title of the individual executing the proposal and a resolution authorizing the individual to sign the proposal and any subsequent contract.

2.4 **Faith-Based Organizations.** The Jail does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of VPRJ Policies and Procedures.



- 2.5 **Licenses, Permits, and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the Commonwealth of Virginia.
- 2.6 **Public Inspection of Records.**
- 2.6.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns 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.
- 2.6.2 **Inspection by Offerors.** Any 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 Jail decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 2.6.3 **Proprietary Information.** Pursuant Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
- 2.7 **Use of Brand Names.** Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror's pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified.
- 2.8 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the Jail and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the Jail's specifications, and the Jail will evaluate the offeror's proposal accordingly.
- 2.9 **Exceptions.** An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Request for Proposals that is a condition of the offeror's proposal or that the offeror expects to become part of a contract with the Jail. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. Exceptions typically count against an

offeror during the evaluation process and may even result in the Jail declaring the offeror's proposal to be non-responsive. However, any exceptions taken must refer to the specific language of the Request for Proposals to which the offeror objects and must be included with the offeror's proposal under a separate tab. The Jail shall be entitled to assume that the absence of any exceptions constitutes the offeror's willingness to comply with all requirements of all parts of the Request for Proposals.

**3.0 Warranties and Representations of Offeror.**

**3.1 Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.

**3.2 Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law or the Code of Virginia, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has 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. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the Jail is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of Va. Code §§ 2.2-4367—2.2-4377 pertaining to offerors, contractors and subcontractors apply to this project. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the Jail may award to the offeror and the offeror shall pay to the Jail the full price agreed by the Jail to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

**3.3 Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this proposal or in the contract proposed to be entered into.

**3.4 No Debts to Jail.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the Jail, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the Jail; and has not been delinquent or unfaithful in any former contract with the Jail.

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors should submit an original (so marked) and seven (7) copies of their proposals, signed by the offeror's contractually binding authority. There should also be an electronic copy of the proposal excluding all proprietary information (so marked).

4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for  
Request for Proposals No.  
Name of offeror  
Address of offeror  
Receipt and Closing Date:

4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the cover to:

Roy C. Witham  
Assistant Superintendent  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Phone: (757) 820-3904  
E-mail: RWitham@vprj.net

4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:

Firm's Name  
Firm's Address  
Contact Name & Telephone Number  
Fax Number & E-mail Address

4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before the time and date set forth on the cover sheet to this solicitation. The Jail will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However,

materials or information received from a prospective contractor as result of a request by the Procurement Officer shall not be considered a violation of this section.

- 4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the Superintendent may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the Jail and will not be returned. However, if any portion of the proposal is marked “proprietary,” is highlighted and otherwise meets the requirements of the Jail, the Jail will return such portion after award of the contract, if the offeror so requests and at the offeror’s expense. Budgets and price quotations are considered public information in proposals submitted to the Jail. Classifying budgets and price quotations as “proprietary” or “confidential” may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary may render the proposal non-responsive.
- 5.0 **Evaluation and Selection Process.**
- 5.1 **Opening of Proposals.** The proposals, if responsive, will then be forwarded to the using agency and Evaluation Committee to initiate the review and selection process. Responses received after the date and time specified in section 4.5 (“Closing Date”) will be deemed non-responsive and will be returned unopened.
- 5.2 **Initial Evaluation of Proposals.** An evaluation committee (the “Evaluation Committee”) will review the proposals submitted by each offeror. The Evaluation Committee will score each proposal based on the evaluation and selection criteria set forth in the Request for Proposals. The Jail intends that this scoring result in the selection of two or more offerors deemed fully qualified, responsible and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services for discussions in accordance with section 5.3 (“Discussions with Offerors”). The Jail reserves the right to conduct any test it deems advisable and to make all evaluations pursuant thereto it deems necessary.
- 5.3 **Discussions with Offerors.** The Jail shall engage in individual discussions with two or more offerors deemed in the evaluation conducted under section 5.2 (“Initial Evaluation of Proposals”) fully qualified, responsible and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services. The Jail may engage in repetitive informal interviews with offerors. The offerors shall be encouraged to elaborate on their qualifications and

performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Jail may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information submitted by competing offerors pursuant to Va. Code § 2.2-4342(F) shall not be disclosed to the public or to competitors. Following the discussions, the Evaluation Committee may rescore the proposals using the criteria set forth in the Statement of Needs to take the results of the discussions into account and to arrive at a final ranking of offerors.

- 5.4 **Final Ranking of Offerors.** At the conclusion of the discussions outlined in section 5.3 (“Discussions with Offerors”) and on the basis of the evaluation and selection criteria set forth in the Request for Proposals and all information developed in the selection process to this point, the Jail shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- 5.5 **Conduct of Negotiations.** Negotiations shall be conducted beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Jail can be negotiated at a price the Jail considers fair and reasonable, the Jail shall award the contract 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. However, should the Jail 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.
- 5.6 **Intent to Award.** Upon the conclusion of negotiations with one or more offerors, the Jail shall post an intent to award a contract pursuant to this Request for Proposals to such offeror or offerors.
- 6.0 **Award and Execution of Contract.**
- 6.1 **Award.**
- 6.1.1 **In General.** The Jail will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Jail, taking into consideration price and the evaluation factors set forth in this Request for Proposals.
- 6.1.2 **Multiple Awards.** The Superintendent reserves the right to make awards under this Request for Proposals to more than one offeror if the Jail determines that doing so is in the best interests of the Jail. If the Jail makes multiple awards under this solicitation, each contract awarded will include an exhibit specifying the portion of the scope of services awarded to that offeror.

- 6.2 **Rejection of Proposals.** The Superintendent reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Jail to be in its best interest. The Superintendent reserves the right to negotiate with the selected offeror in order to best serve the needs of the Jail in respect to both cost effectiveness and comprehensive program design.
- 6.3 **Nondiscrimination in Award.** The Jail shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** Following the selection of an offeror and the signing of a contract, the Assistant Superintendent will notify those offerors whose proposals are not selected of the name of the selected offeror. Offerors should note that it may take up to two months to award this Contract.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the Superintendent and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The Jail may undertake negotiations with offerors whose proposals show them to be qualified, responsible, and capable of performing the work in accordance with the stated criteria. The Jail shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the Jail.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Procurement Officer and furnish the insurance documents required by the Terms and Conditions included with this Request for Proposals. The offeror shall furnish the Jail with the signed contract and the required insurance documents within 15 calendar days after the date of the notice of award or within such further time as the Jail may allow. Once the Jail has received the signed contract and insurance documents from the successful offeror, the Jail's representatives will then sign the contract.

**END OF INSTRUCTIONS TO OFFERORS**

### **PART III**

### **TERMS AND CONDITIONS**

#### **1.0 Duration of Contract.**

**1.1 Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire three years later, unless terminated earlier in accordance with the provisions of this Contract.

**1.2 Extension of Contract.** The Superintendent of Virginia Peninsula Regional Jail ("Superintendent") reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the Superintendent determines that an extension of the Contract is advantageous to the Superintendent. Any extension beyond 12 months will be subject to the Superintendent's renewal clause as set forth in this Contract. This provision in no way affects or alters the Superintendent's ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the contract extension.

**1.3 Renewal.** The Superintendent may, at its sole option, renew this Contract for up to two one-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

#### **2.0 Contractor Responsibilities.**

**2.1 Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent contractor.

**2.2 Advertising.** The Contractor shall not use any indication of its services to the Superintendent or the Jail for commercial or advertising purposes without receiving prior written consent from the Superintendent. However, the Contractor may list the Superintendent or the Jail as a reference account for prospective customers.

**2.3 Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Superintendent shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.



- 2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for the Superintendent and the Jail's use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.
- 2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.
- 2.6 **Contractor Misrepresentation.**
- 2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the Superintendent and/or the Jail, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.
- 2.7 **Drug-Free Workplace.**
- 2.7.1 **Policy.** Virginia Peninsula Regional Jail policies and procedures prohibit the Jail from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.
- 2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.
- 2.8 **Human Rights.**
- 2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

“a. It shall be an unlawful employment practice for an employer:

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
- (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the Superintendent and his employees from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The personnel designated in the management summary for key positions shall not be changed except with the permission of the Superintendent. The Superintendent will only approve such change when, in his opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the Superintendent or the Jail. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the Superintendent and the Jail. Failure to do so shall be considered a material breach and the Superintendent may terminate this contract accordingly.

2.11.2 **VPRJ Property.** Any data or material with which the Superintendent and the Jail furnish the Contractor shall remain the property of the Superintendent and the Jail. When it no longer needs such data or material for its performance of this Contract, the

Contractor shall return such data or material to the Superintendent and the Jail or destroy such data or material using a method approved by the Superintendent and the Jail. Any new data generated by the performance of this contract shall be the property of VPRJ.

**3.0 Payment.**

**3.1 Basis.** The Superintendent and the Jail shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal.

**3.2 Schedule.** The Contractor shall invoice the Superintendent and the Jail on a monthly basis after the goods and services have been provided. Contractor shall also provide any reimbursements due to VPRJ on a similar monthly basis.

**3.3 Terms.** The Superintendent and the Jail shall pay the Contractor as follows: Net 30 days.

**3.4 Subject-to-Appropriations.** All payments and other performance by the Superintendent and the Jail under this Contract are subject to annual appropriations by the Virginia Peninsula Regional Jail Authority; consequently, this Contract shall bind the Superintendent and the Jail only to the extent that the Virginia Peninsula Regional Jail Authority appropriates sufficient funds for the Superintendent and the Jail to perform its obligations hereunder.

**3.5 When Superintendent and the Jail Obligated to Pay.** The Superintendent and the Jail shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

**3.6 Offset Clause.** The Jail may withhold the payment of any claim or demand by any person, firm or corporation against the Jail until any delinquent indebtedness or other liability due the Jail from such person, firm or corporation shall first have been settled and adjusted.

**3.7 Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The Superintendent and the Jail shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the Superintendent and the Jail nevertheless pay any such taxes, the Contractor shall reimburse the Superintendent and the Jail therefor.

**3.8 Invoices.** The Contractor shall submit invoices in four copies identifying each item billed as well as both the Price Agreement Release Number and the Price Agreement Number. All invoices submitted by the Contractor shall set forth each item billed in

sufficient detail to enable the Superintendent and the Jail to ensure that the item was ordered and corresponds with the contract price for such item.

- 3.9 **Payment by EDI.** Prior to the Superintendent and the Jail's execution of the Contract, the Contractor shall execute and furnish the Jail with an EDI Payment Agreement for Contractors in the form attached to this solicitation in order to facilitate the Superintendent and the Jail's payment, at its option, of any or all amounts due under this Contract through electronic data interchange.

4.0 **Indemnification and Insurance.**

- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the Jail, the Superintendent, and their officers and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the Jail, the Superintendent, and their officers and employees from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the Jail or the Superintendent, or both, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

- 4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the Jail nor the Superintendent shall be responsible therefor.

- 4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

- (i) Subrogation against the Jail and the Superintendent shall be waived.

- (ii) The Jail, the Superintendent and their officers and employees shall be named as an additional insured.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the Jail, the Superintendent or their officers or employees without 45 days' written notice to the Jail and the Superintendent.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

#### **4.2.3 Evidence to Be Furnished.**

**4.2.3.1 Endorsements.** The Contractor shall furnish the Jail and the Superintendent with a copy of the policy endorsement naming the Jail, the Superintendent, and their officers and employees as an additional insured for each policy required under this section 4.2 ("Insurance"). The Contractor shall furnish the Superintendent with copies of such other endorsements as may be required under this Contract upon request by the Jail or the Superintendent therefor.

**4.2.3.2 Certificates of Insurance.** The Contractor shall furnish the Jail and the Superintendent with a certificate of insurance evidencing the above coverage, indicating that the Jail, the Superintendent, and their officers and employees are named as additional insured and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to either the Jail or the Superintendent without 45 days written notice to the Jail and the Superintendent. All certificates of insurance shall show the Jail's Contract Number.

**4.2.3.3 Contracts and Policies.** The Contractor is not required to furnish the Superintendent with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the Superintendent.

**4.2.4 Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.

- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Professional Liability (i.e., Errors and Omissions) Insurance with limits of not less than \$1,000,000 per occurrence.

## **5.0 Assignment, Delegation and Subcontracting.**

**5.1 By Superintendent .** The Superintendent may assign his rights or delegate his duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

**5.2 By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the Superintendent. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the Superintendent.

**5.3 Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the Superintendent.

## **6.0 Remedies and Termination.**

**6.1 Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the Superintendent, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the Superintendent.

### **6.2 Termination with Cause.**

**6.2.1 Notice.** The Superintendent may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the Superintendent's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

**6.2.2 Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the Superintendent's satisfaction, indicated in

writing to the Contractor, during this seven calendar day period, then the Superintendent's notice of termination with cause shall be deemed null and void.

- 6.2.3 **Effect.** Upon such termination, the Superintendent shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Superintendent up to the time of termination and upon delivery to the Superintendent of all completed or partially completed work performed by the Contractor. The Superintendent shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

### 6.3 **Termination without Cause.**

- 6.3.1 **Notice.** The Superintendent may terminate this Contract without cause by delivery of written notice to the Contractor of the Superintendent's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.3.2 **Effect.** Upon such termination, the Superintendent shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Superintendent up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the Superintendent of completed or partially completed work. The Superintendent shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

### 6.4 **Termination by Contractor.**

- 6.4.1 **Notice.** The Contractor may terminate this Contract if the Virginia Peninsula Regional Jail Authority does not appropriate sufficient funds for the Superintendent to perform its obligations under this Contract by delivery of written notice to the Superintendent of the Contractor's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.4.2 **Cure.** If the Superintendent cures the non-appropriation of funds by appropriating sufficient funds during this 60 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

- 6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

**7.0 Dispute Resolution.**

**7.1 Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the Superintendent and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

**7.2 Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

**7.3 Contractual Claims.**

**7.3.1 Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Superintendent's designee no later than 60 calendar days after final payment.

**7.3.2 Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Superintendent's designee may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

**7.3.3 Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") shall govern the consideration of contractual claims. The Superintendent's Designee shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor.

**7.3.4 No Action before Decision.** The Contractor may not institute legal action as provided under state law prior to receipt of the decision on the claim, unless the



Superintendent's designee fails to render such decision within the 90-day time limit. A failure of the Superintendent's designee to render a final decision within the 90-day time limit shall be deemed a final decision denying the claim.

- 7.3.5 **Finality of Decision.** The decision of the Superintendent's designee shall be final and conclusive.
- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending.
- 7.4 **Alternative Dispute Resolution.** The Superintendent may agree in writing to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the Superintendent shall be nonbinding.
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in James City County, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** The Superintendent reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The Superintendent further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the Superintendent are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, the Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Williamsburg area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such

obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the Superintendent regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the Superintendent regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of an addendum signed by the authorized representatives of the Contractor and the Superintendent.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the Superintendent and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the Superintendent or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the Superintendent or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.
- 8.7 **Notices.**
- 8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.
- 8.7.2 **Address.** All notices to the Superintendent shall clearly indicate the Jail's Contract Number and shall be directed to:

Superintendent  
Virginia Peninsula Regional Jail  
9320 Merrimac Trail

Williamsburg, Virginia 23185

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

**END OF TERMS AND CONDITIONS**