



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 21-2222-9JOK

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

September 23, 2021
Request for Proposal ("RFP")
Pharmaceutical and Related Services

Your firm is invited to submit a proposal to provide pharmaceutical and related services in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **October 11, 2021 at 11:00 a.m., local prevailing time**, by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Contract award will be made by the Sheriff of Henrico County, Virginia.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Oscar Knott at kno008@henrico.us by no later than **October 1, 2021**.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm to provide pharmaceutical and related services on a when needed basis for the Henrico County Jail System (“HCJS”) under management of the Henrico County Sheriff’s Office (“HCSO”) in accordance with the Scope of Services section of the solicitation. Any reference to County in this RFP shall mean HCSO.

B. Background

HCSO operates two geographically separate jails that comprise the HCJS. Jail West, a linear jail facility is located in the Henrico County Government Center, and Jail East, a direct supervision facility, is located in New Kent County, Virginia, 42 miles from Jail West. Currently, the combined daily population of HCJS is approximately 1360 inmates. Historical spend for pharmaceutical and related services over the last four fiscal years is as follows:

Fiscal Year	Amount
FY18	\$1,314,997
FY19	\$1,475,703
FY20	\$1,415,278
FY21	\$1,279,095

II. SUCCESSFUL OFFEROR QUALIFICATION REQUIREMENTS

The Successful Offeror shall be licensed in the Commonwealth of Virginia to provide pharmaceutical services and shall provide services to HCSO as described in Section III “Scope of Services” with employees that possess all licenses and/or certifications required by the Virginia Board of Pharmacy, and all applicable federal, state, and local regulations. The Successful Offeror shall maintain all licenses and/or certifications necessary to render services to HJCS.

III. SCOPE OF SERVICES

The Successful Offeror shall provide all labor, supervision, materials, equipment, etc. to provide pharmaceutical and related services on a when required basis.

A. General Requirements

At a minimum, The Successful Offeror shall provide:

1. A comprehensive drug formulary, which at a minimum, outlines drug categories that includes a full line of vaccines and controlled substances, and comparative pricing per drug under each category.
2. Pharmaceutical services to the HCSO in accordance with applicable Federal, State, and Local statutes.
3. Quarterly on-site services for the destruction of controlled substances in accordance with all local, state and federal regulations.
4. Operational procedures showing compliance with standards set forth by the Virginia Department of Corrections and the American Correctional

Association (“ACA”), including the provision of applicable forms, analysis, education, and quality improvement projects.

5. All medications as ordered by authorized HCJS Medical Staff.
6. “Stat Boxes” and “Emergency Boxes” at both jail facilities and deliver pharmaceuticals not included in the “Stat Boxes” or “Emergency Boxes” within three hours as ordered by the Medical Director without extra charge (reference **Attachment F** for current inventory lists). All replaced “Stat Boxes” and “Emergency Boxes” medication will be accounted for by the Successful Offeror with a separate excel spreadsheet listing each item replaced, quantity, cost per item and total cost for item. The total cost for all items on the spreadsheet must agree to the total costs of all the items included on the invoice.
7. Assistance and guidance in coordinating with the Medical Director to verify the current formulary and supply.
8. At no cost, six total medication delivery carts (three at Jail West and three at Jail East) and replace, at no cost, any cart that becomes unusable and unrepairable as a result of normal wear and tear.
9. A start-up and transition schedule, including but not limited to medicine supply, “Stat” and “Emergency” boxes, interfacing with HealthSecureEMR, and policy manuals.

B. Ordering and Receiving Requirements

The Successful Offeror shall provide:

1. A solution that interfaces with the HCJS EMR system for ordering, returning and disposing of medications. The solutions shall provide electronic prescription ordering through the interface with HealthSecure EMR. The solution will provide a modern Web service interface with HealthSecure EMR a SpiralFX Interactive LLC software product. This interface solution will be based on SOAP/XML; to be bi-directional (in a specific way); to having a reasonably quick timing; to have a retry capability so it automatically recovers from failure; to have a report to view for debugging; and a “push” button that will send everything over in the case of failure. *Contact information for SpiralFX: Andrew Royappa, Ph.D., Chief Executive Officer, SpiralFX Interactive, LLC, (214) 497-6573 direct, (877) 857-2539 toll-free, email: info@healthsecure-emr.com.*
2. Medication packaging and bar code labeling of medications and medical supplies that contain the HealthSecure EMR generated prescription authorization number (RXO Number) in a bar code font that is compatible with the HealthSecure EMR scanning equipment.
3. All prescription drugs in individually labeled “blister” packs, (or comparable solution acceptable to the HCSO).
4. Over-the-counter (“OTC”) medications in bulk or retail quantities.

C. Delivery Requirements

The Successful Offeror shall provide:

1. Same day delivery, Monday through Saturday, of medications and medical supplies which are ordered no later than noon (12:00 p.m.) each day.
2. 24-hour, 365 days a year, on-call services for medical emergencies and deliver to Jail East or Jail West locations, emergency medications and medical supplies within three hours of order.

D. Return and Credit of Medication

1. The Successful Offeror, in accordance with local, state and federal law, shall provide protocols for the return and credit of medication from HCSO. Credit will be given at 100% of the cost of medications to HCSO, with no restocking for medications returned by HCSO when the following criteria have been met:
 - a. The prescription medication was not adjudicated through third party insurance.
 - b. The prescription medication did not leave the control of the registered nurse or licensed practical nurse responsible for administration and security of the prescription medication. The prescription medication will only be administered to the individual for whom it was prescribed.
 - c. Labelling and packaging of the prescription medication has not been tampered with in any shape or form. This includes, but not limited to:
 - i. Identity
 - ii. Strength
 - iii. Expiration
 - iv. Lot Number
 - d. The prescription medication was dispensed in unit dosage blister cards or original manufacturer's packaging.
 - e. The prescription medication is not:
 - i. A controlled substance
 - ii. Expired
 - iii. Damaged
 - iv. Contaminated or comprised by outside environment
 - v. Improperly stored
 - vi. Refrigerated items
 - vii. Specialty items as determined by the Successful Offeror
2. All returned medication will be documented by HCSO. The medications will then be returned to the Successful Offeror at the Successful Offeror's expense. Medications received shall then be cataloged by the Successful Offeror for documentation, accountability, and for the purpose of providing credit to be used for the next billing cycle. Credit shall be given on a monthly basis for all medications including both full and partial cards as well as half tablets. Only medications that comply with local, state and federal regulations, and shall not expire within 90 days, will be credited.
3. Credits shall be issued in accordance with the above. Credits are offered on full and partial blister cards at 100% of the medication cost to the HCSO, with no restocking fee. No additional charges shall apply for restocking of medications. According to DEA regulations, controlled substances cannot be returned to the pharmacy provider.
4. All returned medication will be accounted for by the Successful Offeror with a separate excel spreadsheet listing each item processed for the month to include the date returned, patient, ID, medication, ROX, prescription, returned quantity, returned from, returned by, other information, system QOH, credited amount (the total of the credits must match the total of credits on the invoice) and the reason any returned medication is not credited.

E. Reports, Inspections, Meetings, and Training/Education

The Successful Offeror shall:

1. Provide a pharmacist to conduct quarterly pharmaceutical on-site regulatory and compliance inspections, audits and inventories of both jail facilities.
2. Attend the quarterly Medical Audit Committee (“MAC”) meetings.
3. Provide a monthly medication utilization report for review at the MAC meetings.
4. Provide regular pharmacy inspections of Jail East and Jail West, which must include, at a minimum, comprehensive inspection of medical administration documentation, refrigeration requirements, expiration of drugs, the destruction of expired drugs, comprehensive survey of all narcotics and psychotropic, and check for cleanliness and organization.
5. Provide in-service education at least four times a contract year for the medical staff pertaining to the administration of medication, information on new medications or other topics as requested by the Medical Director.

F. Invoicing Requirements

The Successful Offeror shall invoice HCSO on a weekly basis for all pharmaceuticals received during the weekly period. Billing shall be based on fifty-two billing periods per year, each billing period consisting of one calendar week effective one week after the beginning date of service. Payment will be made within 30 days after receipt of invoice. All invoiced medications will be accounted for by the Successful Offeror with a separate excel spreadsheet listing each item supplied for the invoice to include, date ordered, patient, ID, medication, ROX, prescription, quantity ordered, item cost, total cost of item, ordered by, other information and system QOH. The total costs of all items must match the invoice totals.

G. Additional Pharmaceutical and Related Services

The Successful Offeror shall provide additional pharmaceutical and related services, not listed in Section III, when needed and requested by HCSO.

IV. COUNTY RESPONSIBILITIES

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

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	September 23, 2021
Questions Due	October 1, 2021
Receive Written Proposals	October 11, 2021 at 11:00 a.m.
Conduct Oral Interviews with Offerors	October 2021
Negotiations Completed	November 2021
Award Contract	November/December 2021

VI. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

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

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the

Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.

2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment,

except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E)**.

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

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

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

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

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf

which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as

otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be through December 31, 2023. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for three additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the

Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of 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 public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). **(Attachment D)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than October 1, 2021 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
1. Table of Contents
All pages are to be numbered.
 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 3. Tab 2 – Statement of the Scope
In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
 4. Tab 3 – Offeror Qualifications, Experience, Resumes and References
In this tab, offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this RFP. Submit current resumes of any staff that will be providing the services to the County along with copies of applicable licenses and certifications. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing pharmaceutical services of similar size and scope for no less than five (5) years. Documentation should include a list of all institutions/jails in Virginia that the Offeror has provided similar pharmaceutical services to or is currently working with the following information provided:
 - a. Facility Name and address;
 - b. Contact persons and telephone numbers;
 - c. Description of scope and nature of the services; and,
 - d. Dates of service.

If the Offeror has not served institutions/jails in Virginia, provide at least five references with similar operational systems. Additionally, if subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section.

5. Tab 4 – Service Approach and Methodology
In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing. Offerors should provide detailed information and applicable samples as to the packaging for supplying all medications and supplies. Additionally, offerors should provide a statement that describes what steps will be taken to ensure the quality of deliverables and what steps will be taken to correct errors or faulting products and documents.
 6. (if needed) Tab 5 – Exceptions
In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror’s proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.
 7. (if needed) Tab 6 – Assumptions
In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.
 8. (if needed) Tab 7 – Appendices
Optional for offerors who wish to submit additional material that will clarify their response.
- C. Cost and Pricing.
1. No Price Proposal.
Pursuant to VA Code § 2.2-4302.2, this Request for Proposal does not request that the Offeror furnish estimates of man- hours or costs for services within the Offeror’s proposal.
 2. Negotiation of Pricing Arrangements.
Offeror(s) selected for final contract negotiation and award through the evaluation process will be requested to submit a price proposal. The price proposal shall provide specific cost information as may be detailed in the negotiations phase notification or price proposal request that will be sent to the selected Offeror(s). The price proposal shall be due within the time specified in the request. The Offeror shall not be required to, nor should they submit billing rates, estimates of man-hours or other information pertaining to costs of services until requested by the County in the contract negotiation stage.

IX. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Compliance with Functional Requirements <i>(In accordance with Section VIII, Items B(3), B(5), and B(7), this criterion considers the extent to which the Offeror's proposal complies with the functional requirements for the services solicited by this RFP as specified in Section III.)</i>	20
Service Approach and Methodology <i>(In accordance with Section VIII, Items B(5) and B(7), this criterion considers the Offeror's proposed approach and methodology to fulfilling the services requested by this RFP as specified in Section III.)</i>	30
Offeror Qualifications, Experience, Resumes and References <i>(In accordance with Section VIII, Item B(4), this criterion considers the Offeror's and its assigned staff's experience and qualifications for providing services of similar size and nature as those requested by this RFP as specified in Section III. This criterion also extends to any proposed subcontractors.)</i>	30
Compliance with Contractual Requirements <i>(In accordance with Section VIII, Item B(6), this criterion considers the Offeror's compliance and willingness to comply with all the terms, conditions, and other requirements of the RFP and proposed contract)</i>	15
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For professional services, the County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The County may conduct repetitive informal interviews. 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 County 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. For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, or ordinance until after the qualified Offerors are ranked for negotiations. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the County, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror

ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the County 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.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 21-2222-9JOK – Pharmaceutical and Related Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B

BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

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

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F

Medication	Quantity	Expiration Date
Jail West Stat Box:		
ALBUTEROL SOL 0.083%	1 BOX	
AMLODIPINE 5MG TAB	5	
AMOXICILLIN 500MG	16	
AMOXICILLIN 875MG	30	
AZITHROMYCIN 250MG	4	
BENZTROPINE 1MG	10	
CEPHALEXIN 500MG	16	
CHLORPROMAZINE 50MG	10	
CIPROFLOXACIN 500MG	16	
CLINDAMYCIN 150MG CAPS	10	
CLONIDINE 0.1MG TAB	15	
CLONIDINE 0.1MG PATCH	2	
COMBIVIR (LAMIVUDINE/ZIDOVUDINE)	4	
COUMADIN (WARFARIN 2.5MG TAB)	20	
CYCLOBENZAPRINE 10MG TAB	5	
DIPHENHYDRAMINE 25MG CAP	6	
ERYTHROMYCIN 500MG TAB	16	
ERYTHROMYCIN OPTH OINT	3.5GM	
FUROSEMIDE 20MG TAB	5	
HALOPERIDOL 5MG	10	
HCTZ 25MG TAB	5	
IBUPROFEN 800MG TAB	15	
HYDROXYZINE PAM 25MG CAP	10	
INDOMETHACIN 50MG	5	
IPRATROPIUM 0.5MG/2.5ML	1 BOX	
LEVETIRACETAM (KEPPRA) 500MG	16	
LISINAPRIL 10MG TAB	10	
LOPERAMIDE 2MG CAP	15	
METOPROLOL 25MG TAB	5	
METOPROLOL XL 25MG	16	
METRONIDAZOLE 500MG TAB	5	
MINOCYCLINE 100MG CAP	5	
MULTIVITAMIN TAB	5	
NALTREXONE 50MG TAB	5	
ONDANSETRON 4MG ODT TAB (ZOFTRAN)	5	
OMEPRazole 20MG	16	
OSELTAMIVIR 75MG CAP (TAMIFLU)	20	
PAIN EASE SPRAY	1	
PANTOPRAZOLE (PROTONIX) 40MG	16	
PEN VK 500MG TAB	10	
PERMETHRIN 5% CRM 60GM	2 EA	
PHENYTOIN 100MG CAP	16	
POTASSIUM CL 10MEQ SR TAB	5	

PREDNISONE 20MG TAB	16	
PROMETHAZINE 25MG TAB	20	
NITRO-BID OINT	1 EA	
SODIUM CHLORIDE 0.9% IRRIGATION	2x250ML	
SULFAMETH/TMP DS TAB	5	
SSD 1% CRM	25GM	
THIAMINE 100MG TAB	10	
VENTOLIN HFA 18GM	2 EA	
VIT K OR MEPHYTON 5MG (PHYTONADIONE)	10	
Jail West Emergency Box:		
BENZTROPINE 2MG/2ML	5 EA	
CEFTRAXONE 1G VIAL	3 EA	
CEFTRAXONE 250MG VIAL	2 EA	
CHLORPROMAZINE 25MG/ML	5 EA	
DEXAMETHASONE 4MG/ML	4ML	
DIPHENHYDRAMINE 50MG/ML	5 EA	
EPINEPHRINE 1:10,000 (0.1MG/ML)	2 EA	
EPIPEN AUTO INJECTOR 0.3MG	2 EA	
GEODON 20MG/ML VIAL	1	
GLUCAGON EMERGENCY KIT	4 EA	
HALDOL 5MG/ML OR HALOPERIDOL 5MG/ML	5 EA	
HYROXYZINE HCL 50MG/ML	10 ML	
KETORALAC 30MG/ML	6 EA	
LIDOCAINE 1% VIAL	2 VIALS	
LIDOCAINE 2% VIAL	2 VIALS	
NALOXONE 0.4MG/ML	5ML	
NITROQUICK 0.4MG 25TABS	1 BTL	
PROMETHAZINE 25MG/ML	6 EA	
SODIUM CHL 0.9% (10ML VIAL)	3	
SODIUM CHL 0.9% (1000ML BAG)	1	
THIAMINE 100MG/ ML	3VL	
LORAZEPAM 2MG/ML VIAL *FRIDGE*	2 VL	
MUST CALL FOR REFILLS		
Jail East Stat Box:		
AMLODIPINE 5MG TAB	5	
AMOXICILLIN 500MG	16	
AMOXICILLIN 875MG	30	
AZITHROMYCIN 250MG	4	
BENZTROPINE 1MG	10	
CEPHALEXIN 500MG	16	
CHLORPROMAZINE 50MG	10	
CIPROFLOXACIN 500MG	16	
CLINDAMYCIN 150MG CAPS	10	
CLONIDINE 0.1MG TAB	15	
CLONIDINE 0.1MG PATCH	2	
COMBIVIR (LAMIVUDINE/ZIDOVUDINE)	4	
COUMADIN (WARFARIN 2.5MG TAB)	20	

CYCLOBENZAPRINE 10MG TAB	5	
DIPHENHYDRAMINE 25MG CAP	6	
ERYTHROMYCIN 500MG TAB	16	
ERYTHROMYCIN OPTH OINT	3.5GM	
FUROSEMIDE 20MG TAB	5	
HALOPERIDOL 5MG	10	
HCTZ 25MG TAB	5	
IBUPROFEN 800MG TAB	15	
HYDROXYZINE PAM 25MG CAP	10	
INDOMETHACIN 50MG	5	
LEVETIRACETAM (KEPPRA) 500MG	16	
LISINOPRIL 10MG TAB	10	
LOPERAMIDE 2MG CAP	15	
METOPROLOL 25MG TAB	5	
METOPROLOL XL 25MG	16	
METRONIDAZOLE 500MG TAB	16	
MINOCYCLINE 100MG CAP	5	
MULTIVITAMIN TAB	5	
ONDANSETRON 4MG ODT TAB (ZOFRAN)	5	
OMEPRAZOLE 20MG	16	
PAIN EASE SPRAY	1	
PANTOPRAZOLE (PROTONIX) 40MG	16	
PEN VK 500MG TAB	10	
PERMETHRIN 5% CRM 60GM	2 EA	
PHENYTOIN 100MG CAP	16	
POTASSIUM CL 10MEQ SR TAB	5	
PREDNISONE 20MG TAB	16	
PROMETHAZINE 25MG TAB	20	
NITRO-BID OINT	1 EA	
SODIUM CHLORIDE 0.9% IRRIGATION	2x250ML	
SULFAMETH/TMP DS TAB	16	
TAMIFLU 75MG CAP	5	
SSD 1% CRM	25GM	
THIAMINE 100MG TAB	10	
VIT K OR MEPHYTON 5MG (PHYTONADIONE)	10	
Jail East Emergency Box:		
ALBUTEROL 0.083% SOL	1 BOX	
BENZTROPINE 2MG/2ML	5 EA	
CEFTRAXONE 1G VIAL	3 EA	
CEFTRAXONE 250MG VIAL	2 EA	
CHLORPROMAZINE 25MG/ML	5 EA	
DEXAMETHASONE 4MG/ML	4ML	
DIPHENHYDRAMINE 50MG/ML	5 EA	
EPINEPHRINE 1:10,000 (0.1MG/ML)	2 EA	
EPIPEN AUTO INJECTOR 0.3MG	2 EA	
GEODON 20MG/ML VIAL	1	
GLUCAGON EMERGENCY KIT	2 EA	
HALDOL 5MG/ML OR HALOPERIDOL 5MG/ML	5 EA	

HYROXYZINE HCL 50MG/ML	10 ML	
IPRATROPIUM 0.5MG/2.5ML	1 BOX	
KETORALAC 30MG/ML	6 EA	
LIDOCAINE 1% VIAL	2X50ML	
LIDOCAINE 2% VIAL	2X20ML	
NALOXONE 0.4MG/ML	5ML	
NITROQUICK 0.4MG 25TABS	1 BTL	
PROMETHAZINE 25MG/ML	6 EA	
SODIUM CHL 0.9% (10ML VIAL)	3	
SODIUM CHL 0.9% (1000ML BAG)	1	
THIAMINE 100MG/ ML	6VL	
VENTOLIN HFA 18GM	2	
LORAZEPAM 2MG/ML VIAL *FRIDGE*	2 VL	
MUST CALL FOR REFILLS		

**ATTACHMENT G
SAMPLE CONTRACT**

**Professional Services Contract
Contract No. [#]**

This Professional Services Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the Henrico County Sheriff’s Office (“HCSO”).

WHEREAS, HCSO has awarded the Contractor this Contract pursuant to Request for Proposals No. 21-2222-9JOK, as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for pharmaceutical and related services.

WITNESSETH, that the Contractor and HCSO, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to HCSO as set forth in the Contract Documents.

COMPENSATION: The compensation HCSO will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period beginning [date] and ending December 31, 2023. HCSO may renew the Contract for up to three one-year terms giving 30 days’ written notice before the end of the term unless Contractor has given HCSO written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This Professional Services Contract between HCSO and Contractor.
2. The Negotiated Modifications (Exhibit [letter]).
3. The General Contract Terms and Conditions included in the Request for Proposals.
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]
[Address]
[City, State, Zip]

Henrico County Sheriff’s Office
4317 East Parham Road
Henrico, VA 23228

Signature

Signature

Printed Name and Title

Alisa A. Gregory
Sheriff

Date

Date