

2013

Hanover County, Virginia

Westwood Pharmacy

**RFP 14-99-2328PB
Pharmacy Services**

**WESTWOOD PHARMACY
ORIGINAL**

TUESDAY, JULY 30, 2013



*This Request For Proposal submission is made by Westwood Pharmacy on July 30, 2013 for
RFP 14-99-2328PB*



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(866) 996-6379
Richmond, VA 23226



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(866) 288-6707 (fax)

HANOVER COUNTY REQUEST FOR PROPOSALS # 14-99-2328PB

Issue Date: July 9, 2013
Title: Pharmacy Services
Commodity Code: 27176 Premixed Pharmaceutical Solutions
27192 Specialty Solutions
Issuing Department: Hanover County, Virginia
Finance and Management Services Department
P.O. Box 470/7496
County Complex Road
Hanover, VA 23069-0470
Delivery Address(s): Pamunkey Regional Jail Hanover County - CSB
7240 Courtland Farm Road 12300 Washington Highway
Hanover, VA 23069 Ashland, VA 23005
Initial Period of Contract: September 1, 2013 through August 31, 2014 (Renewable)
Sealed Proposals Due To: Issuing department prior to 3:00 P.M., July 23, 2013

All inquiries for information should be directed to: Patricia M. Beasley, Purchasing Officer, (804) 365-6061 or pmbasley@hanovercounty.gov and must be received at least seven (7) business days prior to the due date.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

MAO Pharmacy, Inc. Date: 07/30/2013

T/A Westwood Pharmacy By: _____ Signature in Ink

5823 Patterson Ave. Richmond, VA 23226 Name: Hunter Hoggatt Please Print

eVA Vendor ID Title: VP
or DUNS No. 808329028 Telephone No. 804-288-1933
E-mail Address: hunter.hoggatt@westwoodpharmacy FAX No. 804-288-7934

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Cover Sheet

INFORMATION ABOUT THE BIDDING FIRM

Bidding Firm: Westwood Pharmacy

Firm's Office Address: MAO Pharmacy Inc.
5823 Patterson Avenue
Richmond, VA 23226

Contact Name: Hunter Hoggatt, Vice President

Contact Telephone: (804) 288-1933 (office)
(804) 519-3383 (cell)

Fax: (804) 288-7934

Email: hunter.hoggatt@westwoodpharmacy.com

Corporation Information: Incorporated in Richmond, Virginia.
In operation since 1966.

Federal Employer ID: 54-1857437

State Registration Number: VA 0017919148

Business License Number: 9720-3111-1334

SWaM Status MAO Pharmacy, Inc. doing business as Westwood Pharmacy has SWaM certification for being both woman owned and a small business. That certification number is DMBE # 667868.



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Westwood Pharmacy is an offeror for the attached request for proposal **RFP 14-99-2328PB** for Hanover County for Pharmacy Services. Having provided pharmacy services to the County since 2003, we value our relationship with Hanover County and appreciate the opportunity to submit this proposal for the continuation of pharmacy services.

Westwood Pharmacy started over 50 years ago as a retail pharmacy and currently provides pharmacy services to over 80 correctional facilities in twelve states coast to coast. Westwood Pharmacy has been recognized as one of the fastest growing national providers of comprehensive pharmacy services to correctional facilities. In addition to our national presence, **Westwood Pharmacy is the largest provider of pharmacy services to Virginia's jails, Virginia's regional jails, and Virginia's Community Services Boards.**

We base our approach to providing pharmaceutical services for Hanover County on our well-established correctional pharmacy experience. We are confident that our firm can continue to provide your facility with superior customer service, competitive pricing and state of the art technology. We are offering Hanover County our innovative software **eLinkRx**, which has been created specifically for corrections and includes hundreds of user-friendly features that increase efficiency and accuracy (see section labeled "**eLinkRx** User Guide" at the end of this proposal for an overview). This system will drastically reduce the amount of time spent placing orders, tracking prescriptions, and managing MARs.

Westwood Pharmacy takes pride in being a customer service oriented pharmacy. From our pharmacists who will work with the County to ensure clinical efficacy, to our account managers who will ensure the County receives comprehensive, seamless service, to our **dedicated delivery drivers** who will **visit each facility daily**, Westwood Pharmacy guarantees that Hanover County will receive unparalleled service at the most competitive rates. This convenience reduces turnaround time for prescriptions to be delivered, eliminates the use of a backup pharmacy, and reduces the County's expenditures on pharmaceuticals.

We greatly appreciate your consideration in this procurement process, and we look forward to the opportunity to work with Hanover County.

Respectfully yours,

Hunter Hoggatt
Vice President of Corrections
07/30/2013



Westwood Pharmacy started over 50 years ago as a retail pharmacy, and currently provides pharmacy services to over 80 correctional facilities in twelve states coast to coast. Westwood Pharmacy has been recognized as one of the fastest growing national providers of comprehensive pharmacy services to correctional facilities.

Westwood Pharmacy is the leading provider of pharmacy services to Virginia's regional jails and Virginia's CSBs. Our experience in providing pharmacy services to correctional facilities has prepared Westwood Pharmacy to provide the highest quality services to Hanover County.

The primary individuals responsible for implementing the contract are Hunter Hoggatt, Christopher Morris, Graham Barnes and Shannon Dowdy. A brief description of their roles and experience are detailed below:

- **Hunter Hoggatt Vice President of Corrections**

Mr. Hoggatt is responsible for all activities associated with Westwood Pharmacies business development. He has a central role in ensuring effective company growth and establishing a satisfied client base. Mr. Hoggatt's departments consistently focus on understanding and supporting customer relations while developing solutions to meet clients' budget objectives. His team is responsible for making sure that all contracts have a smooth transition upon implementation. Mr. Hoggatt has helped guide Westwood Pharmacy to become one of the largest provider of pharmacy services correctional facilities throughout the country. Mr. Hoggatt received his BA degree with a major in business from the Virginia Commonwealth University.

- **Christopher Morris, Chief Financial Officer**

Mr. Morris is responsible for the accounting and utilization departments of Westwood Pharmacy. Any requests for reports or billing inquiries should be directed to Mr. Morris, and he will ensure our staff will get your facilities the information you need. He has a strong background in Finance and Economics. Chris is a graduate of the College of William and Mary where he earned his Bachelor of Business Administration in Finance with minors in both Economics and Mathematics. After spending six years as a teacher, he returned to school at Auburn University and earned his Master of Business Administration.



- **Graham Barnes, Account Executive**

Mr. Barnes is responsible for managing all of the operational aspects of the pharmacy services to be provided for Hanover County. Upon contract award he will ensure that every facility is furnished with all of the necessary equipment, coordinate on-site training for medical providers and jail officers, and troubleshoot any issues with the implementation. He will be the point of contact for any operational issue regarding Westwood Pharmacy's provision of services to Hanover County. Mr. Barnes is a graduate of Virginia Polytechnic Institute and State University where he earned his Bachelor of Science and Bachelor of Arts.

- **Shannon Dowdy, Pharm.D, Director of Pharmacy**

Dr. Dowdy is responsible for all aspects of Westwood Pharmacy's program, including operations and procedures related to formulary management, as well as serving as Vice Chair of our Pharmacy & Therapeutics Committee. Shannon supervises the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation process for Westwood Pharmacy.

Dr. Dowdy has extensive experience in the clinical manifestations of HIV/AIDS and how to help manage the virus. Dr. Dowdy spent one year at Duke University working with patients who had tested Positive for HIV. One of Dr. Dowdy's roles at Duke University was to discuss the patients antiretroviral therapy with the physician and then with the patient to be sure that they understood their drug regimen, dosing schedule, side effects and the importance of adherence to the medications. She would also schedule and clinically prepare for follow-up visits based on lab results.

Dr. Dowdy oversees all inspections for Westwood Pharmacy. She strives to make sure all facilities meet DOC, NCCHC, and ACA inspections standards with regards to medical and pharmacy.

1. GENERAL INFORMATION



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- 1.1 **PURPOSE:** The purpose of this Request for Proposals (herein referred to as RFP) is to establish a term contract to provide pharmaceutical services to the Pamunkey Regional Jail Authority located at 7240 Courtland Farm Road, Hanover, VA and Hanover County Community Services Board located at 12300 Washington Highway, Ashland, VA.
- 1.2 The Pamunkey Regional Jail Authority (*herein referred to as the “Jail”*) is seeking a qualified individual or firm to operate a medication distribution system for inmates committed to the Jail. The Contractor shall provide services in compliance with all applicable State and Federal Laws, and National Commission on Correctional Health Care standards for health care in prisons and jails.

As the leading provider of pharmacy services to Virginia’s Jails, Westwood Pharmacy is qualified to provide a medication distribution system for inmates committed to the Jail. All services provided by Westwood Pharmacy will be in compliance with all applicable State and Federal Laws, and NCCHC standards for health care in prisons and jails.

A. The Jail desires to negotiate payment of services on either a per capita basis based upon the Average Daily Population or a fee based schedule for services rendered.

Westwood Pharmacy will give Hanover County the option of choosing between a couple different pricing models. We will propose the most cost-effective models so that the County can choose which option is the best fit.

- 1.3 **The Community Services Board (*herein referred to as “CSB”*) is seeking a qualified individual or firm to provide pharmaceutical services for persons with mental disabilities served by CSB. The Contractor shall provide the services in compliance with applicable State and Federal Laws. Work shall include, but not be limited to, filling prescriptions, delivery of medications, consultation, billing, report/record keeping, and other related services. CSB estimates that the total potential volume of prescriptions for psychotropic medications is 1,000 per year.**

Westwood Pharmacy will provide the CSB with pharmaceutical services for persons with mental disabilities in accordance with all applicable State and Federal Laws. This will include, but not be limited to, filling prescriptions, delivery of medications, consultation, billing, report/record keeping, and other related services. Westwood Pharmacy is the **leading provider** of pharmacy services to Virginia’s CSBs.

A. CSB may, at any time, by written notice, require changes in the services to be performed by the Contractor or drugs to be provided under



this contract. If such changes cause an increase or decrease in the Contractor's cost of, drugs provided or time required for, performance under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

Westwood Pharmacy agrees to make an equitable adjustment and written contract modification if changes in services to be performed by Westwood Pharmacy cause a change in our time required or cost of drugs.

2. STATEMENT OF NEEDS

2.1 The Contractor shall provide the following core services to the Jail:

- A. Assist in designing and implementing policies, procedures and protocols for medication distribution and control, subject to approval of the Jail Medical Director. Any work product developed from this process shall become the property of the Jail.**

Westwood Pharmacy, in a collaborative effort with the Jail Medical Director, will assist in designing and implementing policies, procedures, and protocols for medication distribution and control. Any work product developed from this process will become property of the jail.

- B. Develop and maintain, subject to Jail review and approval, a formulary specifically designed for the Jail.**

Westwood Pharmacy will develop, in collaboration with the Jail, a specifically-designed formulary that will be actively maintained by Westwood Pharmacy to ensure full compliance with said formulary. Our clinical experts, comprised of multiple Doctors of Pharmacy, will ensure that an up-to-date formulary that meets all of the Jail's expectations is utilized at every facility. By developing and maintaining such a formulary for the Jail, Westwood Pharmacy will be able to ensure that the Jail's patients receive the highest quality care while eliminating unnecessary expenditures for the County.

A sample formulary has been provided as a supplement to this proposal in the section labeled "Formulary".

- C. Maintain a computerized drug interaction monitoring system for the Jail inmates based upon the patient profile and documented recommendations. The monitoring system shall provide potential drug and food interactions.**

Westwood Pharmacy's state-of-the art pharmacy management software, **eLinkRx**, actively manages potential drug interactions as well as food interactions to constantly ensure the highest level of precaution and scrutiny with regards to potential adverse drug interactions. Health care



providers will immediately be prompted when an order is placed that contains a possible adverse drug interaction or a possible allergy situation. For more information about the computerized drug interaction monitoring system, see the **eLinkRx** user guide included in with this proposal.

D. Supply all prescription formulary and non-formulary drugs, injectables, intravenous products, and other over-the-counter (OTC) medical products.

Westwood Pharmacy will provide all prescription formulary and non-formulary drugs, injectables, intravenous products, syringes, sundries and over-the-counter products as requested.

F. Prescription tablets and capsules must be individually packaged in “bubble packs” or a comparable system.

Westwood Pharmacy will package all tablets and capsules in individually-packaged bubble packs.

G. Seal and label medication packages as follows:

- 1. Bubble packs are suggested, provided the Contractor allows bubble pack returns for credit.**

Westwood Pharmacy allows bubble pack returns for credit in compliance with all Federal, State, and local laws.

- 2. Prescription liquids shall be dispensed in multi-dose bottles, and prescription creams dispensed as supplied by the manufacturer.**

All prescription liquids delivered to the Jail by Westwood Pharmacy will be administered in multi-dose bottles, and all prescription creams will be administered as supplied by the manufacturer.

- 3. Medications shall be packed in light and/or humidity resistant containers as appropriate.**

All medications will be packed in light and/or humidity resistant containers as appropriate.

- 4. Non-prescription drugs and ointments shall be dispensed according to the protocol previously stated for prescription tablets, capsules, liquids and creams.**

All non-prescription drugs and ointments will be dispensed according to the previously stated protocol for prescription tablets, capsules, liquids, and creams.



Westwood is proud to offer **same day delivery** to the Jail and the CSB sites. Because we strive to provide Hanover County with unparalleled service, our **dedicated delivery drivers** are Westwood employees who know the facilities and their individual needs. That convenience and efficiency is something that Westwood Pharmacy is proud to offer to Hanover County. In addition to quicker turnaround on medications, our use of dedicated daily delivery drivers to Hanover County facilities effectively eliminates the need for filling orders at local backup pharmacies. This provides significant **cost savings** and eliminates the logistical burden on having a nurse or other employee leave the facility to get an order filled at a local pharmacy.

Westwood Pharmacy provides 24-hour service to its facilities, 7 days per week, 52 weeks per year. New prescription and refill orders can be faxed to Westwood Pharmacy anytime, day or night or sent via **eLinkRx**.

The orders will be delivered with a delivery sheet (or packing slip) identifying the contents of the delivery for verification. Through **eLinkRx**, your facility will be able to scan in orders received with your daily shipment.

- Orders transmitted by *3:00 p.m.* are delivered that same day
- All STAT orders are provided the same day through STAT/Emergency boxes on site which are delivered and picked up by our dedicated drivers.
- Delivery Times are Negotiable.

I. Provide on-site “stat-dose” capability for emergency stock of drugs in unit of use packages to be used in emergencies or until regular delivery of medications. The specific drugs and quantities will be determined by the Medical Director in conjunction with the Contractor. Emergency drugs shall be provided in sealed emergency kit(s) as requested by the Medical Director – to include Cardiac Code Cart Medications. Medications will be basic per the Formulary.

Westwood Pharmacy will be responsible for making arrangements for emergency medication in the event delivery cannot be made as specified. Emergency medications can be filled by your emergency kit onsite, or your facility will call our pharmacy’s 24 hour contact. Emergency prescriptions can be filled in the case of an emergency and delivered to any of the Hanover County facilities by one of our dedicated drivers. Emergency medication will be delivered after an order is placed, 7 days a week. You will be given all contact names and phone numbers for all pertinent Westwood Pharmacy staff in the event of emergency medication needs. There will be no additional cost for emergency deliveries.

J. Establish a relationship with local pharmacies to provide for emergency prescription service. The cost of formulary and non-formulary medications purchased locally will be borne by the Contractor.



Westwood Pharmacy will be responsible for providing all emergency prescriptions with our **in-house dedicated delivery drivers**. This will eliminate the need for a backup pharmacy, allowing Hanover County to deal only with Westwood Pharmacy for the provision of all medications. We will provide a **24 hour contact** so that medical staff will always be able to contact a Westwood Pharmacy representative for emergency medications. This **free service** means that the County will receive all of its medications directly through Westwood Pharmacy at our **deeply-discounted contract rates**. This will provide significant cost savings to the County

K. Provide a system for the “Pre-Authorization,” acquisition and vendor payment for non-formulary medications.

Westwood Pharmacy will provide the Jail with a system for the Pre-Authorization, acquisition and vendor payment for non-formulary medications. Through the use of our comprehensive pharmacy management software, **eLinkRx**, all non-formulary prescription orders will require pre-authorizations. This system also manages medications acquisition by using scanners to verify receiving medications and vendor payment.

L. Establish a system for verification of the receipt of orders and delivery of medications.

With **eLinkRx**, the prescribers and nurses are notified in real time when Westwood Pharmacy receives an order, once that order is filled, and upon receipt of the order the barcode can be scanned to verify delivery. The system allows for the accurate delivery of real time information so that providers always know the status of a prescription.

M. Provide a system and storage container for the return of expired and discontinued medications for credit, and the destruction of unused control medications.

Westwood Pharmacy will provide the Jail with a storage container for the return of expired and discontinued medications for credit, and the destruction of unused control medications. Westwood Pharmacy’s dedicated delivery drivers will pick up all return medications 6 days a week on their deliveries, so that the Jail will receive credit for unused medications with as little turnover time as possible. Westwood Pharmacy will provide the returned medications pickup and medication destruction services at no additional fee. This eliminates the need to use a courier service to mail the return medications back to our facility, saving the Jail time and money.

N. On a monthly basis, the Contractor shall provide to the Jail a preprinted Medication Administration Record (MAR) to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. The monthly MAR shall be computer generated and reflect all current medications. Each



new prescription shall be accompanied by a computer-generated label that contains all administration information and can be affixed to the MAR.

Westwood Pharmacy will provide the Department with our state of the art technology, **eLinkRx**. This software will give your facility the ability to print patient MARs **on-site**. Westwood Pharmacy will have IT personnel on-site to set up and train the nursing staff on all technology systems. All hardware such as printers, scanners, and computers will be provided and installed prior to the start of the contract.

O. Provide a licensed pharmacist to perform the following functions:

- 1. Drug utilization review as requested by the Jail.**
- 2. Conduct quarterly inspections of all areas in the Jail where medications are maintained. Inspections shall include, but not be limited to, the expiration dates, security, storage and review of medication records.**
- 3. Supply services to the Jail as needed.**

Westwood Pharmacy's pharmacist will conduct quarterly audits of the pharmacy operations and submit the written quality assurance reports to the Medical Director, Health Services Administrator and the Pharmacy and Therapeutics Committee. The pharmacist will ensure that the pharmaceuticals stored within the facility are within the expiration date and have not been compromised through improper storage. Medications that are found to be out of date or compromised will be removed and destroyed.

Our pharmacist will participate in the quarterly Pharmacy and Therapeutics (P & T) Committee meetings. The pharmacist will coordinate the agendas, present reports and utilization data, and act as secretary of the committee.

The Pharmacy and Therapeutics Committee will establish medication protocols, develop policy and procedure, identify cost containment areas and review therapeutic options. The committee will review and take corrective action on CQI audits completed by the consultant pharmacist or others. Please see section labeled "Sample Reports."

Westwood Pharmacy's internal formulary board, which constantly reassesses our formulary, will collaborate with Hanover County and the individual facilities to ensure that the most up-to-date, cost-effective formulary is being used to offer the highest standard of patient care.

Westwood Pharmacy will provide in-service education programs taught by one of the consulting pharmacists on, but not limited to, the following subjects; pharmacy regulations



and procedures, adverse drug reactions, drug security; documentation and sanitation standards for medication administration; education on specific medication use and therapeutics; medical management; and other subjects as requested.

Westwood Pharmacy will provide on a regular basis in-service training sessions. After meeting with the medical director and identifying training needs, we will schedule appropriate training sessions that will occur at least quarterly.

- P. Provide monthly reports in both hard copy and electronic format acceptable to the Jail. Data shall encompass specific drug utilization statistics, physician prescribing habits, psychotropic and narcotic medication utilization, and other utilization data deemed necessary by the Jail and the Contractor.**

Westwood Pharmacy will provide monthly reports to the Jail in both hard copy and electronic formats that are acceptable to the Jail. The data will encompass specific drug utilization statistics, physician prescribing habits, psychotropic and narcotic medication utilization, and other utilization data deemed necessary by the Jail and Westwood Pharmacy.

- Q. Provide the following equipment and supplies at no additional cost to the Jail:**

- 1. Medication cart or other suitable mechanical drug-delivery device for dispensing medications in the packing form provided. These carts are subject to approval by the Health Services Administrator of the Jail. Cart will be replaced or repaired as necessary.**
- 2. A Physician's Desk Reference (PDR) annually and on-going drug information updates.**
- 3. One (1) facsimile machine, and any necessary maintenance, for use in the submission of medication orders through facsimile machine transmission, utilizing a single form for ordering of multiple prescriptions. Additionally, the Contractor shall furnish either a local or toll free number for facility use in transmission of new prescription orders and changes in orders. The Jail has the phone line in place.**
- 4. Provide personnel necessary to train Jail staff, assure an orderly transition to new policies and procedures, and provide assistance on an ongoing basis as needed, and assist with training as needed on medication administration.**
- 5. Maintain business records and prescription files covering**

prescriptions dispensed on behalf of the Jail inmates. Such records may be reviewed by the Jail or duly authorized representative of the Jail.

- 6. Except as provided by law, the Contractor shall not make any of its records available to others for any purpose other than the provision of drugs under this agreement. However, such data may be combined by vendor and used in preparing statistical analysis reports which may be made available to others, if information relating to the Jail or any inmate will not be identifiable from the data.**

Westwood Pharmacy will provide lockable medication storage carts for your facility, according to your correctional facilities storage requirements.

Small: Cart Base 23”d x 43 5/8”w Cart Height 43 1/2”

Medium: Cart Base 24 1/2”d x 34 3/4”w Cart Height 43 1/2”

Large: Cart Base 23”d x 43 5/8”w Cart Height 43 1/2”



The Medication Cart is constructed with a door locking mechanism to prevent unauthorized access to medication while being stored during non-medication pass periods and during transit.

Westwood will provide a double-key stationary lock box for controlled dangerous substances. The size will be appropriate for the facility. Medication Cart maintenance will be the responsibility of Westwood Pharmacy and shall be replaced when requested by the Jail. Wheel bearing replacement will be completed on a regular basis as needed.



Westwood Pharmacy will supply a Physician's Desk Reference hard copy to each facility.

Westwood Pharmacy will maintain all business records and prescription files covering prescriptions dispensed behalf of the Jail inmates.

Westwood Pharmacy will be responsible for providing, installing and maintaining fax machines. Our toll free numbers are: (866)-996-6379 (toll free phone) and (866) 288-6707 (toll free fax).

Westwood Pharmacy will not make records available to anyone other than the professional responsible for the provision of pharmacy services to Hanover County.

R. The Jail will provide to the Contractor:

- 1. Pharmacy with secure storage inside the facility.**
- 2. Security of the inmates at all times.**
- 3. Electricity, water and telephone for local calls.**
- 4. Maintain and repair the facility and Jail equipment in the area assigned to the Contractor, including necessary painting, maintenance of water, steam, sewer and electrical lines, ventilation, air conditioning, lighting, heating, duct work and other similar fixtures.**
- 5. All utilities necessary for the performance of the contract.**
- 6. Pest control for all areas assigned to the Contractor.**
- 7. Trash disposal if required or necessary.**
- 8. Adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms and storage space. The Contractor's personnel will be allowed to park in an area designated by the Jail.**

2.2 The Contractor shall provide the following core services to CSB:

A. Psychotropic medications (CSB will coordinate with the Contractor to establish the procedures for authorizing prescriptions).

Westwood Pharmacy will provide psychotropic medications to the Hanover County CSB. Because we are conveniently located to Hanover county, Westwood Pharmacy will provide dedicated delivery drivers to deliver prescriptions on a daily basis.



B. Fill authorized prescriptions for CSB clients.

Westwood Pharmacy will fill and deliver all authorized prescriptions for CSB clients.

C. Package medications in bubble packs or bottles as requested.

All medications will be packaged in bubble packs or bottles as requested.

D. Deliver authorized medications to CSB sites. Deliveries shall be made within twenty-four (24) hours, with the understanding that shorter delivery times may be necessary in emergencies.

Westwood Pharmacy will deliver all authorized medications to CSB sites with our dedicated delivery drivers within twenty-four (24) hours. Because we employ our own in-house delivery drivers, we guarantee that all deliveries will be successfully carried out to the specifications of the CSB sites. Emergency delivery of medications will always be available and at no additional cost to the County.

E. Check with Medicaid and other third party insurance for client's coverage for all prescriptions forwarded for filling. Bill Medicaid or third party insurance, if applicable.

Westwood Pharmacy's internal billing representatives will check with Medicaid and other third party insurance for client's coverage for all prescriptions forwarded for filling. Medicaid and third party insurance will always be billed when applicable.

F. Allow credit for returned medications that are unopened and still sealed. Provide a system and storage container for the return of expired and discontinued medications for credit, and destruction of unused medications.

Westwood Pharmacy will give return credit for unopened medications in compliance with all State, Federal, and local laws. Westwood Pharmacy will also pick up and destroy all expired medications daily, as requested. These services will also be provided at no additional charge to the County. The credit assessed for the return of unused medications will appear on the County's monthly invoice as a line item so that the County's savings are readily visible.

G. Pharmacist consultation services to CSB staff.

Westwood Pharmacy's pharmacists will always be available to provide consultation services to CSB staff.

H. Reports as requested by CSB regarding utilization data.

Westwood Pharmacy's internal data management team will provide any report requested by the CSB regarding utilization data. We have the ability to customize any report for the CSB. Please refer to the section labeled "Sample Reports" included with this proposal for an example of some of our utilization reports.



I. Designate an Account Manager who shall be responsible for administration of the contract and who shall be the point of contact for CSB contract administrator.

Westwood Pharmacy will designate an Account Manager upon contract award. This Account Manager will be the point of contact for the CSB administrator and will always be available for consultation.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original, so marked, and four (4) copies of each proposal must be submitted to the County. In addition, a digital copy of the proposal and the redacted proposal, in PDF or DOC format, shall be submitted on a CD or USB.

B. Proposal Preparation:

- 1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.**
- 2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.**
- 3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that**



does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in



rejection of the proposal.

C. **Oral Presentation**: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS**: Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- B. Complete and return Attachments listed in Section 7.
- C. A written narrative statement to include the names, qualifications and experience of individuals to be assigned to this project.
- D. Specific plans for providing the proposed services.

4. **EVALUATION AND AWARD**

4.1 **EVALUATION CRITERIA**: Proposals shall be evaluated by the County using the following criteria:



Criteria	Weight
Offeror <ul style="list-style-type: none"> - Overall qualifications and experience of the firm, project team and any subcontractors, including previous experience in providing these services to local government. - Services proposed and its functionality to meet the County’s requirements. - Information supplied by references. 	60
Methodology <ul style="list-style-type: none"> - Proposed methodology for completion of the project. - Availability of support services (e.g., phone support, meetings) 	40
Total Score	100

4.2 **AWARD:** 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. Repetitive informal interviews shall be permissible. Such 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 public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency 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, 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. The County reserves the right to make multiple awards as a result of this solicitation. 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.



5. GENERAL TERMS AND CONDITIONS

- 5.1. **ACCEPTANCE OF GOODS/SERVICES:** Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 5.2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.
- 5.3. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).
In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or



applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. 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.
3. 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.

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

- 5.4. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Hanover County. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.
- 5.5. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 5.6. **AUDIT:** The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 5.7. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.



5.8. **BID PRICE CURRENCY:** Unless stated otherwise in this solicitation, Offerors) shall state offer prices in US dollars.

5.9. **BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE:** All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia § 2.2-4300*, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.

5.10. **CONTRACT CHANGES:** Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

5.11. **CONTRACTOR'S PERFORMANCE :**

- A. The Contractor 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.
- B. The Contractor 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.
- C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- D. The Contractor shall be an independent Contractor and shall not be an employee of the County.

5.12. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7496 County Complex Road, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision



shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

- 5.13. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 5.14. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 5.15. **DEFINITION OF COUNTY:** The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.
- 5.16. **DRUG-FREE WORKPLACE:** 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. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,



distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

- 5.17. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.18. **FINANCIAL STATEMENTS:** All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.
- 5.19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 5.20. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its



officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

- 5.21. **INDEPENDENT CONTRACTOR**: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.
- 5.22. **LICENSES AND PERMITS**: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.
- 5.23. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS**: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 5.24. **NOTIFICATION**: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P.O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 5.25. **PAYMENT**:
- A. **To Prime Contractor**:
1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security



number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia, § 2.2-4353*).
4. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.



2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

5.26. **PRECEDENCE OF TERMS:** The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.27. **QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.28. **ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:**

A. By submitting their proposal, Offerors certify that there will be no



violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

- B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
- C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

5.29. **SEVERABILITY**: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

5.30. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). 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 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

5.31. **TAXES**: The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the



County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

- 5.32. **TERMINATION FOR CONVENIENCE**: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 5.33. **TESTING AND INSPECTION**: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Westwood Pharmacy agrees to all of the General Terms and Conditions described in Section 5 General Terms and Conditions.

6. **SPECIAL TERMS AND CONDITIONS**

- 6.1 **CANCELLATION OF CONTRACT**: The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 6.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency



of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

6.3 CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 2. To make all County owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 3. That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

6.4 CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS:

- A. Hanover County School Board - The Contractor shall provide written certification that states that no employee or representative of the Contractor, who will have direct contact with students on school property during regular school hours or during school sponsored



activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The certification form attached as Attachment C shall be submitted with the proposal.

- B. Pamunkey Regional Jail Authority - The Contractor shall provide written certification that states that no employee or representative of the Contractor, who will have direct contact with inmates while on Jail property during regular business hours or during Jail sponsored activities, has been convicted of a felony or any serious misdemeanor offense. The certification form attached as Attachment D shall be submitted with the proposal.

6.5 COOPERATIVE PROCUREMENT:

- A. This solicitation is being conducted under the provisions of §2.2-4304 of the *Code of Virginia*, “Cooperative Procurement”, which reads in part, “a public body may purchase from another public body’s contract even if it did not participate in the request for proposals or invitation for bids, if the request for proposals or invitation for bids specified that the procurement was being conducted on behalf of other public bodies . . .”. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction to purchase at contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall enter into its own contract in accordance with its own policies and procedures. Hanover County is not responsible for placement of requests for goods/services, payments or discrepancies of the participating jurisdictions. It is the Contractor’s responsibility to notify other jurisdictions of the availability of contract(s).
- B. The intent of this clause does not include work to be done for each named entity. Any work outside the scope of work for the listed entities would be performed for a negotiated fee.

- 6.6 INSURANCE REQUIREMENTS:** The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements set forth below before the County will issue a Purchase Order. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone



for whose acts any of them may be liable. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of “A-”, Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. The Contractor shall maintain during the initial term and any additional terms of the contract the following equivalent coverage and minimum limits:

- A. **Commercial General Liability \$1,000,000 Combined Single Limit Per Occurrence:** The Commercial General Liability policy should name the additional insured as follows: the Hanover County Board of Supervisors and its elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured per RFP No. 14-99-2328PB.
- B. **Automobile Liability \$1,000,000 Combined Single Limit Per Occurrence**
- C. **Worker’s Compensation: Statutory Limits of the Commonwealth of Virginia**
- D. **Employers’ Liability \$500,000 Accident, \$500,000 Disease & \$500,000 Policy Limit**
- E. **Umbrella Liability \$1,000,000 Per Occurrence**
- F. The certificate holder should be listed as:
County of Hanover
P.O. Box 470
Hanover, VA 23069-0470

6.7 **RENEWAL OF CONTRACT:** This contract may be renewed by the County for up to four (4) successive one (1) year periods under the terms and conditions of the original contract. Written notice of the County’s intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period. If the County elects to exercise the option to renew the contract for additional periods, the increase and/or decrease shall be in accordance with Table 1 - Consumer Price Index for Urban Consumers (CPI-U): U.S. City Average by Expenditure Category - Medical Care Commodities, Un- adjusted % Change Column, as published by the U. S. Bureau of Labor Statistics for the latest twelve months for which statistics are available. This table may be accessed via the following website: <http://stats.bls.gov/news.release/cpi.t01.htm>

6.8 **SUBCONTRACTS:** No portion of the work shall be subcontracted



without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- 6.9 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.**

Westwood Pharmacy agrees to all of the terms described in Section 6 Specific Terms and Conditions.

7. ATTACHMENTS

- Attachment A** - Vendor Data Sheet
- Attachment B** - Virginia State Corporation Commission (SCC) Registration Information
- Attachment C** - Contractor Certification Relating to Background Checks - Hanover County Public
- Attachment D** - Contractor Certification Relating to Background Checks - Pamunkey Regional Jail
- Attachment E** - Proprietary Information Identification
- Attachment F** - Pharmacy Drug List



ATTACHMENT A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact :

Name: Hunter Hoggatt Phone: (804) 288-1933

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
25 years 0 months

4. Vendor Information: eVA Vendor ID or DUNS No.: 808329028.

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Virginia References

Northern Neck Regional Jail

Ted Hull, Superintendent

3908 Richmond Road

Warsaw, Virginia 22572

(804) 333-6001

Date of Implementation: 2002

"Like most jail administrators who manage a multitude of competing demands and complicated processes, I have found it absolutely vital to have vendors and service providers that one can count on; over many years Westwood Pharmacy has proven to be just that kind of provider. Westwood has never failed to be responsive and positive result motivated company that is truly customer oriented. I cannot speak more highly of their over 10 years of performance". – Ted Hull

5823 Patterson Avenue
(866) 996-6379
Richmond, VA 23226



info@westwoodpharmacy.com
www.westwoodpharmacy.com
(866) 288-6707 (fax)

Rappahannock Regional Jail

Joe Higgs, Superintendent
(540) 288-5219
1745 Jefferson Davis Hwy
Stafford, VA 22555
Date of Implementation: 2005

Piedmont Regional Jail

Ernest Toney, Superintendent
(434) 392-1601
676 Industrial Park Road
Farmville, VA 23901
Date of Implementation: 2004

Western Tidewater Regional Jail

Chris Smith, Superintendent
(757) 539-3119
2402 Godwin Road
Suffolk, VA 23434
Date of Implementation: 2004

Central Virginia Regional Jail

Glen Aylor, Superintendent
(540) 672-3222
13021 James Madison Hwy
Orange, VA 22960
Date of Implementation: 2007

Middle River Regional Jail

Jack Lee, Superintendent
(540) 245-5422
350 Technology Drive
Staunton, VA 24401
Date of Implementation: 2006



National References

Mega Jails (2,000+ inmates)

Cameron County Jail

Dean Garza, HSA
7100 Old Alice Road
Olmito, Texas 78575
(956) 465-8888
(956) 554-6790



Date of Implementation: 2008

“Westwood Pharmacy has helped our facility reduce our pharmacy expenditures by providing deep discounts and education in regards to pharmacy. They have not only aided us in reducing costs, they have enabled our infirmary to better manage and control inventory.” – Dean Garza

Hudson County Department of Corrections

Oscar Aviles
35 South Hackensack Ave.
Kearny, NJ 07032
(201) 395-5600 ext. 5056
Date of Implementation: 2012



ATTACHMENT B

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

is a corporation or other business entity with the following SCC identification number: 04871745

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 an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts 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*.

OR

****NOTE**** >> Check the following box if you have not completed 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 (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):



ATTACHMENT C

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS HANOVER COUNTY PUBLIC SCHOOLS

I, Hunter Hoggatt, VP of/for
[Name] [Title]

Westwood Pharmacy, certify to the Hanover County School Board that no
[Contractor]

representative or employee of Westwood Pharmacy who will provide services under
[Contractor]

this contract, and who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially false statement in this Certification of Contractor and that a conviction for making a materially false statement in this Certification of Contractor shall be grounds for the revocation of my firm or business's contract with the Hanover County School Board.

07/30/2013
[Date]

[Signature]

Vice President
[Title]

Westwood Pharmacy
[Contractor]



ATTACHMENT D

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS PAMUNKEY REGIONAL JAIL AUTHORITY

I, Hunter Hoggatt, Vice President of/for
[Name] [Title]

Westwood Pharmacy, certify to the Pamunkey Regional County Authority
[Contractor]

that no representative or employee of Westwood Pharmacy who will provide services
[Contractor]

under this contract, and who will have direct contact with inmates on Pamunkey Regional
County property during regular business hours or during Pamunkey Regional County-sponsored
Activities, has been convicted of a felony or any serious misdemeanor offense.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially
False statement in this Certification of Contractor and that a conviction for making materially
false statement in this Certification of Contractor shall be grounds for the revocation of my firm
or business's contract with the Pamunkey Regional county Authority.

07/30/2013
[Date]

[Signature]

Vice President
[Title]

Westwood Pharmacy
[Contractor]



ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the County of Hanover pursuant to this Request shall belong exclusively to the County and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2- 4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" prominently displayed on the cover.

SECTION/TITLE	PAGE #'s	REASON(S) FOR WITHHOLDING FROM



ATTACHMENT F PHARMACY DRUG LIST

Manufacturer Name	Generic Name	D
Abilify	Aripiprazole	2mg/5mg/10mg/15mg/20mg/30mg
Abilifydiscmelt		10mg/
Afluria Vaccine (syringe/T-free)		0.5ml
Anafranil	Chlomipramine	25mg/50mg/75mg
Aricept	Donepezil hcl	5mg/1
Aricept	oral disintegrating	5mg/1
Artane	Trihexpehnydyl	2mg/5mg
Benadryl	Diphenhydramine	25mg/
Benadryl (120ML BOTTLE)	liquid	12
Buspar	Buspirone	5mg/7.5mg/10mg/15mg/30mg
Camprel	Acamprosate	3
Catapres	Clonidine	0.1mg/0.2mg/0.3mg
Celexa	Citalopram	10mg/20mg/40mg
Celexa (240ML BOTTLE)	oral solution	10mg/5m
Clozaril	Clozapine	25mg/50mg/100mg/200mg
Cogentin	Benzotropine	0.5mg/1mg/2mg
Cogentin (2ML VIAL)	inj.	1mg/1
Cymbalta	Duloxetine	20mg/30mg/60mg
Depakene	Valproic Acid	2
Depakene (16OZ BOTTLE)	VPA Syrup	250m
Depakote	Divalproex capsule	1
Depakote	Divalproex DR	250mg/5
Depakote	Divalproex sprinkle	1
Depakote	Divalproex DR	1
Depakote ER	Divalproex ER	2
Depakote ER		5
Desyrel	Trazodone	50mg/100mg/150mg
Doxepin		10mg/25mg/50mg/75mg/100mg/150
Effexor	Venlafaxine	25mg/37.5mg/50mg/75mg/100mg
Effexor XR	Venlafaxine XR	37.5mg/75mg/150mg
Elavil	Amitriptyline	10mg/25mg/50mg/75mg/100mg/150
EpiPen Auto Injectors (Junior)	Epinephrine	0.15mg/0
ETRAFON	PERPHENAZINE &	2-
ETRAFON	AMITRIPTYLINE	2-
Fanapt	Iloperidone	1mg/2mg/4mg/6mg/8mg/10mg/12m
Fanapt	Iloperidone	Titration Pk
Geodon	Ziprasidone	20mg/40mg/60mg/80mg
Haldol	Haloperidol	0.5mg/1mg/2mg/5mg
Haldol Deconoate Inj.		50mg/1m
Haldol Deconoate Inj.		100m
Haldol Elixir (4OZ BOTTLE)		2mg/

5823 Patterson Avenue
(866) 996-6379
Richmond, VA 23226



info@westwoodpharmacy.com
www.westwoodpharmacy.com
(866) 288-6707 (fax)

Manufacturer Name	Generic Name	Dosage
INTUNIV		1mg/2mg
INTUNIV	STARTER PACK	
Invega ER	Paleiperidone	1.5mg/3mg/6mg/9mg
Invega Sustenna Injection		39mg/78mg/117mg/156mg/234mg
Lamictal	Lamotrigine	25mg/100mg/150mg/200mg
Lamictal	chew	5mg/25mg
Lamictal	XR	25mg/50mg/100mg/200mg
Lamictal	ODT	25mg/50mg/100mg/200mg
LATUDA		40mg/80mg
Lexapro	Escitalopram	5mg/10mg/20mg
Lexapro (240ML BOTTLE)	oral solution	5mg/5ml
Lithium Carbonate Caps.		150mg/300mg/600mg
Lithium Carbonate tabs		300mg
Lithium Citrate Syrup (500ML BTLE)		8MEQ/5ML
Lithium ER		300mg/450mg
Loxapine	Loxapine	5mg/10mg/25mg/50mg
Lunesta	Eszopiclone	1mg/2mg/3mg
Marplan	MAO inhibitor	10mg
Mellaril	Thioridazine	10mg/25mg/50mg/100mg
NAMENDA		5mg/10mg
NAMENDA	ORAL SOL. 360ml	10mg/5ml
Nardil	Phenelzine	15mg
Navane	Thiothixene	1mg/2mg/5mg/10mg
Neurontin	Gabapentin caps	100mg/300mg/400mg/600mg/800mg
Neurontin (470ML BOTTLE)	oral solution	250mg/5ml
Pamelor	Nortriptyline	10mg/25mg/50mg/75mg
Paxil	Paroxetine	10mg/20mg/30mg/40mg
Paxil (250ML BOTTLE)	Oral Suspension	10mg/5ml
Perphenazine		2mg/4mg/8mg/16mg
PRISTIQ		50mg/100mg
Prolixin	Fluphenazine	5mg/10mg
Prolixin (4OZ BOTTLE)	elixir	5mg/ml
Prolixin dec. Injection (5ML VIAL)		25mg/1ml
Prozac	Fluoxetine	10mg/20mg/40mg
Prozac	Weekly	90mg
Prozac (120ML BOTTLE)	oral solution	20mg/5ml
Remeron	Mirtazepine	7.5mg/15mg/30mg/45mg
Remeron	Sol.tab	15mg/30mg/45mg
Requip		.25mg/.5mg/1mg/2mg/3mg/4mg/5mg
Requip	XL	2mg/4mg/6mg/8mg/12mg
Risperdal	Risperidone	.25mg/.5mg/1mg/2mg/3mg/4mg
Risperdal	M-tab	0.5mg/1mg/2mg/3mg/4mg



Manufacturer Name	Generic Name	Dosage
Risperdal	oral solution	1mg/mg
Risperdal	Consta Injection	25mg/2cc
Risperdal	Consta Injection	37.5m/2cc
Risperdal	Consta Injection	50mg/2cc
Rozerem	Ramelteon	8mg
Saphris	Asenapine	5mg/10mg
Seroquel	Quetiapine	25mg/50mg/100mg/200mg/400mg
Seroquel	XR	50mg/150mg/300mg/400mg
Stelazine	Trifluoperazine	1mg/2mg/5mg/10mg
Strattera	Atomoxetine	10mg/18mg/25mg/40mg/60mg/80mg/100mg
Symbyax	olanzepine/fluox.	3-25mg/6-25mg/12-25mg/6-50mg/12-50mg
Symmetrel	Amantadine caps	100mg
Symmetrel	Amantadine tabs	100mg
Tegretol	ER tabs	100mg/200mg/400mg
Tegretol (450ML BOTTLE)	Oral Suspension	100mg/5ml
Tenex	Guanfacine	1mg/2mg
Thorazine	chlorpromazine	10mg/25mg/50mg/100mg/200mg
Tofranil	Imipramine	10mg/25mg/50mg
Tofranil	Pamoate	75mg/100mg/125mg/150mg
Topamax	Topiramate	25mg/50mg/100mg/200mg
Topamax	Sprinkle	15mg/25mg
TRAZODONE ER		150mg/300mg
Trifluoperazine		1mg/2mg/5mg/10mg
Trileptal	oxcarbazepine	150mg/300mg/600mg
Trileptal (250ML BOTTLE)	Oral Suspension	300mg/5ml
Viagra	sildenafil citrate	25mg/50mg/100mg
VIIBRYD	VILAZODONE	10mg/20mg/40mg
VIIBRYD	STARTER PACK	
Vistaril	hydroxyzine pam	25mg/50mg
Wellbutrin	Bupropion	75mg/100mg
Wellbutrin	XL	150mg/300mg
Wellbutrin	SR	100mg/150mg/200mg
Zoloft	Sertraline	25mg/50mg/100mg
Zyprexa	Olanzapine	2.5mg/5mg/7.5mg/10mg/15mg/20mg
Zyprexa	Zydis	5mg/10mg/15mg/20mg