

Request for Proposal

No. 20-62-001

To provide

Inmate Medical Services

for

**Effingham County Board of Commissioners
Springfield, Georgia**

January 2020



**All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Purchasing Office
601 North Laurel Street
Springfield, GA 31329**

January 27, 2020

**RE: RFP No. 20-62-001
Request for Proposal for Inmate Medical Services**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia for the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA**, up to **11.00am (Eastern Time) Thursday, March 26, 2020**. Due to the fact that the proposals will be subject to an evaluation review, the details and particulars of the proposal documents will remain confidential until final award of the contract. Only the names of the companies who submit a proposal will be read aloud publicly.

Effingham County Board of Commissioners reserves the right to reject any and all proposals and will not be bound to accept any proposal should Effingham County consider that the proposal would be contrary to the best interest of Effingham County. Effingham County Board of Commissioners reserves the right to reject any and all proposals that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposals package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

A MANDATORY PRE-PROPOSAL CONFERENCE has been scheduled for **11.00am (Eastern Time), Thursday, February 20, 2020** and will be conducted at the EFFINGHAM COUNTY PRISON, 321 HWY 119 S, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (Eastern Time) Thursday, February 27, 2020**. No response will be given to any questions received after **5.00pm (Eastern Time) Thursday, February 27, 2020**. Questions may be faxed to 912-754-8413; emailed to abruton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (Eastern Time) Thursday, March 12, 2020**.

The only official answer or position of Effingham County will be the one stated in writing.

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name: _____

Please indicate you have completed the following documentation; and then submit as **REQUIRED.**

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT
		PAYMENT BOND- UPON AWARD OF CONTRACT
X		CERTIFICATE OF INSURANCE
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) (if applicable)
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONTRACTORS (if applicable)
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

- C. Please check the County's website www.inghamcounty.org prior to submission for any addendum to the RFP

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION:

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal meeting, or in writing at least two (2) days prior to pre-proposal meeting. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals received as the result of this RFP with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract. The County reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Effingham County. The County may request re-proposals should it be deemed in its best interest to do so. Until such time as a contract is executed with successful proposers, the County may cancel all or any part of this RFP. The County reserves the right to lease and/or purchase more or less of each item or service at the unit price offered in the Vendor's system, unless the Vendor specifically and explicitly

limits the response in this regard. The County reserves the right to negotiate with vendors regarding variations to the original proposal(s) that may be in the best interest of the County.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - ATTACHMENT D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as ATTACHMENT E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 PROTECTION OF RESIDENT WORKERS:

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.12 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Tuesday, January 28, 2020
Mandatory Pre-bid Meeting	11.00am (EST) Thursday, February 20, 2020
Deadline for submission of written questions	5.00pm (EST) Thursday, February 27, 2020
Addendum issued and posted online at www.effinghamcounty.org	5.00pm (EST) Thursday, March 12, 2020
Deadline for submission of Proposals	11.00am (EST) Thursday, March 26, 2020
Bid and Contract to Board of Commissioners <u>(TENTATIVE)</u>	Tuesday, April 21, 2020

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph **1.9**. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

Effingham County may, as it deems necessary, conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

2.11 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or

subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

A. General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (**This is to always include Effingham County**).

2.12 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

2.13 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be

declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.14 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

- A. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.
Minimum Limits: \$1,000,000 per claim/occurrence.
Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.
- B. **Builder’s Risk:** (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.
Minimum Limits: All-risk coverage equal 100% of contract value.
Coverage requirements: Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

2.15 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.16 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.18 PAYMENT TO CONTRACTORS:

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.19 VENDOR DEFAULT:

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

2.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:

It is the responsibility of the prospective Proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening.

2.21 MERGERS:

If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

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RFP No. 20-62-001 – Inmate Medical Services

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY: _____

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES

Effingham County is seeking proposals from firms qualified and interested in providing Professional Medical Services for the Inmates of the Effingham County Prison and Jail.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the Proposer or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration. Proposer whose proposal is not accepted will be promptly notified that they are no longer being considered and why.

3.3 FEE PROPOSAL:

Provide a completed Fee Proposal (ATTACHMENT A).

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (Eastern Time) Thursday, March 26, 2020**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

3.7 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH PROPOSER:

The following criteria will be used, as a minimum, to determine the responsibility of each Proposer, failure to meet each of these qualifications will result in the Proposer's disqualification.

- A. The Proposer must be an organization existing for the primary purpose of providing correctional health care services.
- B. The Proposer must have at least five (5) continuous years of corporate experience (not individual) in administering correctional health care programs and at least five (5) years of previous experience at County Jail and Prison facilities of a size comparable to that of the Effingham County Jail and Prison.
- C. Does the Proposer demonstrate an understanding of the County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?

- D. Can the Proposer take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
- E. Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the Proposer has not performed a contract of similar size and scope, has it, and/or its team members otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?
- F. The Proposer must demonstrate its ability to provide a health care system specifically for the Effingham County Jail and Prison. It must demonstrate that it has the ability for contract start-up within 30 days of award by the Board of Commissioners; that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation at the Effingham County Jail and Prison
- G. Has the Proposer declared bankruptcy within the past 10 years?

3.8 QUALIFICATION EVALUATION CRITERIA

All submittals will be evaluated from the written responses to the requirements set forth in this request. The evaluations will be based on the following criteria.

1. Experience	30 Points
2. Approach	10 Points
3. Contract Team	20 Points
4. Implementation Schedule	10 Points
5. Fee Proposal	30 Points

Evaluations will be made by a selection committee which could consist of project staff, elected officials and possibly other representatives designated by the owner. The selection committee will receive and review the proposals submitted in response to this request. Proposals will be evaluated against the above set of weighted criteria to determine those firms most qualified for this project.

Effingham County may, as it deems necessary, conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

3.9 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices (if any). To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest

A letter executed by a principal of the firm committing to the requirements specified in this request. Provide a brief summary of the firm’s experience and capabilities in related endeavors with public agencies and why you are interested in this project. Provide an explanation of what differentiates your team as the best candidate for the project.

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP.

B. Business/Firm Profile

Provide basic company information including name of the firm, street, mailing and emailing addresses; phone and fax numbers. Provide the number of years the firm has been in business, form of ownership and state of residency or incorporation. If the firm has multiple offices, the submittal should primarily include information about the office that will perform the work. State if the firm has operated under a different name in the past ten (10) years.

State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the primary contact who will be assigned to this contract. Indicate whether you operate as a sole proprietorship, individual, partnership, corporation or limited liability company and the State in which your firm is incorporated or licensed to operate.

- A. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- B. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

C. Experience:

Describe three contracts of similar size and scope that demonstrate the firm's ability to perform the contract that the County seeks to establish through this RFP. For each contract, the following information should be provided: location, dates, brief description of services provided, owner reference - provide telephone number and email address of reference – it is the proposer's responsibility to ensure that the listed contact and phone number is correct.

D. Approach:

Provide a detailed approach for achieving the RFP's objectives.

E. Contract team:

Provide detailed information about the contract team. In terms of similar contract, summarize the qualifications, experience, education and background information, specific assignments and other significant information for each proposed member of the team. List the names and services to be performed by any subcontractors.

F. Implementation Schedule:

Provide an implementation schedule.

G. References:

Provide the name, address, telephone number, email address and contact information of three references for which you have provided services similar to those described in this request (it is the proposer's responsibility to ensure that the listed contact and phone number is correct). List the services provided for each reference.

H. Sample Contract:

Provide a sample contract.

I. Appendices

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and three (3) copies bound to:

Effingham County Purchasing Department
Alison Bruton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.10 COST TO PREPARE RESPONSES:

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.11 SELECTION:

The County will select a firm which provides the most favorable combination of experience, qualifications, management and proven ability to produce deliverables “on time and within budget”

**SECTION IV
SPECIAL CONDITIONS**

4.1 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure (ATTACHMENT D) which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “*Interest*” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.2 CONTRACT:

Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 PERFORMANCE AND APPROVAL OF SUBCONTRACTORS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service. The County must **approve** all subcontractors providing services.

4.4 CHANGES:

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.5 TERMINATION OF CONTRACT:

Effingham County shall have the right to terminate any contract with or without cause, by providing the at least thirty (30) calendar days prior written notice. The Proposer shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a Proposer shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Proposer at issue, terminate the agreement with said Proposer for such default. If this agreement is so terminated, the Proposer shall be paid only for work satisfactorily completed.

**SECTION V
SCOPE AND CLASSIFICATION**

5.1 SCOPE OF WORK:

The Medical Services Provider shall provide on a regular basis professional medical, mental health and related healthcare administrative services for the inmates at the County Prison and Jail.

The successful Proposer will be required to deliver high quality health care that can be audited against historical cost and current trends, in a cost effective manner, with full reporting and accountability to the Effingham County Sheriff's Department and Effingham County Prison Staff

5.1.1 **Staffing Levels:** The Health Care Provider *shall* provide on-site staff 8 hours a day, 5 days a week, with an additional 5 hours a day coverage on weekends. Weekday hours can be staggered for expanded coverage if requested, and weekend hours can be adjusted for weekday use if requested with sufficient notice and approval by the Warden and Sheriff. Positions will be filled using only licensed, certified, and professionally trained personnel who hold GA licenses and remain in good standing.

- A. Provider sick call will be performed weekly, as needed. This position will be filled by a Physician or Physician Extender (MD, PA or NP).
- B. On call coverage will be available 24 hours a day, 7 days a week to respond to phone calls from designated jail staff during after-hours and, when necessary, report to the facility for inmate assessment and treatment.

5.1.2 **Healthcare Plan:** The Health Care Provider will implement a written health care plan with clear objectives, policies and procedures. Additionally, the Provider will be required to:

- A. Maintain an open and cooperative relationship with the administration and staff of the Prison and of the Sheriff's Department.
- B. Provide a comprehensive program for continuing staff education.
- C. Maintain complete and accurate records of care and collect and analyze health statistics on a regular basis.
- D. Operate the health care program in a humane manner with respect to the inmates' right to basic health care services.

5.2 INMATE CUSTODY AND SECURITY:

The primary responsibility for inmate custody and security within the County Jail and Prison facility rests with the Staff of the Effingham County Prison and Sheriff's Department. The Provider shall have primary responsibility in all matters pertaining to medical care of inmates. Everyone who works in the Effingham County Jail and Prison has a responsibility for security. The Provider shall be responsible for security of all materials and equipment in Provider's work area which in the hands of inmates would be considered contraband and could present a danger to staff or inmates. The Provider, in conjunction and coordination with appropriate Sheriff's Department and Prison Department Staff will have joint responsibility for the identification, care and treatment of inmates requiring medical care who are "security risks" or who present a danger to themselves or others. On these matters of mutual concern, Sheriff's Department and Prison Department Staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with Sheriff's Staff and Prison Staff whose decision in non-medical matters and matters involving safety of staff and inmates and security of the County Jail and Prison shall be final. All decisions involving the exercise of medical judgment are the responsibility of the Provider.

5.3 STANDARDS:

The health care delivery system must conform with State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority. The system must conform to the Standards for Health Services in Jails, established by the National Commission of Correctional Health Care. Generally, health care at the Effingham County Jail and Prison should be equivalent to that available in the community.

5.4 SEGREGATED INMATES:

Provider shall be required to examine and treat any inmate in segregation, or otherwise unable to attend sick call, in the cell of said inmate. Provider shall be required to render emergency care at any location on Effingham County Jail and Prison property.

5.5 SECURITY ASSISTANCE:

Provider shall have no responsibility for security at the Effingham County Jail and Prison or for the custody of any inmate at any time, such responsibility being solely that of the Effingham County Sheriff's Department and Effingham County Prison Department. Provider shall have sole responsibility in all matters of medical judgment. Provider shall have primary, but not exclusive responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff, and the Warden and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff and the Warden whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical judgment are the responsibility of the Provider.

5.6 INDEMNIFICATION:

Provider shall indemnify and hold harmless Effingham County and its agents, servants, and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the health care delivery system at the Effingham County Jail and Prison. Conversely, Effingham County shall indemnify and hold harmless Provider, its agents, servants, and/or employees and/or medical and/or health staff from any and all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Effingham County Jail and Prison, including maintaining security.

5.7 POLICIES AND PROCEDURES:

Policies and Procedures of the Provider relating to medical care are generally to be established and implemented solely by the Provider. In areas which impact upon the security and general administration of the Effingham County Jail and Prison, the Policies and Procedures of the Provider are subject to review and approval of the Effingham County Sheriff's Department and Effingham County Prison Warden. Without limiting the responsibility of the Provider to make its own medical judgments or the discretion of the Effingham County Sheriff's Department and Effingham County Prison administration to perform its responsibilities under law, those areas are as follows:

- A. Drug and syringe security
- B. Alcohol and drug medical detoxification
- C. Identification, care and treatment of inmates with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with the Human Immunodeficiency Virus (HIV), and those with any other disease that can be sexually transmitted.
- D. Suicide prevention
- E. The use of physical restraints
- F. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including, but not limited to, those inmates presenting a danger to themselves and others.

The Effingham County Sheriff's Department and Effingham County Prison Department Staff retains the right to review and approve Policies and Procedures of the Provider in any other area affecting the performance of his responsibilities under law.

SECTION VI DETAILS OF HEALTH CARE SERVICES

6.1 HIPPA:

Health care services must be provided in full compliance with HIPPA and/or the most current Privacy Protection practices.

6.2 STAFF:

Provider must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Georgia

6.3 ADMINISTRATIVE SERVICES:

Provider will provide on a regular basis professional medical, mental health, and related health care administrative services for the inmates, including a program to review preliminary screening of inmates, a health evaluation of each inmate following admission to facility, regularly scheduled sick call, nursing coverage, regular physician/physician extender visits on site, medical specialty service administration, emergency medical care, medical records management, pharmacy services, a quality assurance program, and administrative support services. County will be responsible for the cost of all medical specialty care, emergency medical care, pharmacy, labs and supplies.

6.4 SPECIALTY SERVICES:

Provider will supply the County with a list of specialty care service providers it contracts out to. Provider will arrange specialty care services on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, Provider will make appropriate off-site arrangements for rendering of such care. The County will be responsible for the cost for specialty services.

6.5 DENTAL:

Provider will arrange for such dental services for the inmates. The County will be responsible for the cost of dental services.

6.6 EMERGENCY SERVICES:

Provider will provide emergency medical treatment to inmates as necessary and appropriate on site. With the assistance of the Sheriff's officers and 911 services, Provider will arrange for emergency services to be provided at local hospitals. The County will be responsible for the cost of emergency transportation and treatment.

6.7 HOSPITALIZATION SERVICES:

Provider will arrange for admission and hospitalization of any inmate, who in the opinion of Provider's medical director requires hospitalization. The County shall be responsible for the cost of the hospitalization per the current agreement between the County and Effingham County Hospital.

6.8 INFANT CARE:

Provider will provide health services to any pregnant inmate, but health care services provided to an infant following birth will be the sole responsibility of the County

6.9 ELECTIVE MEDICAL CARE:

Provider will not be responsible for the provision of elective medical care to inmates. For purposes of this agreement, "elective medical care" means medical care which if not provided would not, in the opinion of Provider's medical director, cause an inmate's health to deteriorate or cause harm to an inmate's well-being.

6.10 TRANSPORTATION SERVICES:

To the extent any inmate requires off-site health care treatment (e.g. hospitalization, specialty services, etc) County will provide appropriate transportation services as requested by Provider. Routine transfers will be the responsibility of the County in regards to off-site non- emergency medical treatment.

6.11 MEDICATIONS AND SUPPLIES:

Provider will supply the County with a list of vendors it uses for medications and supplies. All supplies, OTC medications, and RX medications required to render care are the responsibility of the County. Proposer will review and track those invoices and then forward to county for payment in a timely manner.

6.12 STAFFING:

Provider will ensure that appropriate staff are available to provide the health care services as defined in this proposal. (See 5.1.1)

6.13 DISCOUNTS:

The Provider will work with Effingham County to negotiate discount agreements with local providers for detainee healthcare, including dental care and optical care. These discounts will help maintain cost-efficiency of the Provider's program. A copy of all written vendor discount agreements will be provided to Effingham County by the Provider. Provider will process all repricing of claims using discount agreements, network pricing for in network providers, and barter agreement repricing for CI. Medicaid repricing for all outside medical services subject to House Bill 197, obtain reimbursement for all services rendered to inmates with GDC#, obtain reimbursement for all services rendered to inmates with personal insurance and monthly reporting of all savings from discounts and reimbursements. Provider will maintain current in-place barter and service/vendor agreements until or unless more cost effective agreements can be established.

INTENTIONALLY LEFT BLANK

ATTACHMENT A

FEE PROPOSAL

	YEAR 1 July 1, 2020 to June 30, 2021	YEAR 2 July 1, 2021 to June 30, 2022	YEAR 3 July 1, 2022 to June 30, 2023
Base Compensation			
Monthly Payment			
Per Diem			
After-hours Call Back			

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) _____
(Signature of Authorized Representative of the Company)

Name Printed: _____ Title: _____ Date: _____

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

Signature

Date

**ATTACHMENT B
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;

and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 20-62-001 – Inmate Medical Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____, _____,
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **RFP No. 20-62-001 – Inmate Medical Services** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from.
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women.
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.
9. List any potential conflicts of interest your firm may have in performing the requested services.
10. List any potential conflicts of interest that any members of your firm may have in performing the requested services.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I hereby certify that I am the _____ and duly authorized representative of _____ (Contractor) whose address is _____ and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

State of: _____

County of : _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

LIST OF SUBCONTRACTORS

I _____/DO, _____/DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following firms:

(IF NO SUBCONTRACTORS WILL BE USED PLEASE MARK "N/A" BEFORE RETURNING)

FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	SUBCONTRACTED AMOUNT

ATTACHMENT G

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large _____ Too Small _____
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP No. 20-62-001 – Inmate Medical Services

Signature: _____

Telephone Number: _____

Firm Name: _____

**ATTACHMENT H
PRISON RAPE ELMINATION ACT
ACKNOWLEDGEMENT STATEMENT**

I understand that the Effingham County Correctional Institute has a zero tolerance policy prohibiting visitors, contractors and volunteers from having sexual contact of any nature with offenders. I agree not to engage in sexual contact with any offender while visiting a correctional institution, whether in a visiting capacity, contractor capacity, or volunteer capacity. I agree that if I witness another having sexual contact with an offender, or if someone reports such conduct to me, that I will immediately report it to a corrections employee. I understand that my authorization to enter a correctional institution is conditioned on my agreement not to engage in sexual contact of any nature with any offender and to report such conduct when I learn of it. I also understand that if I violate this agreement I will be permanently banned from entering all Georgia correctional institutions, and that the Effingham County correctional institute may pursue criminal prosecution. I understand that if I should learn of an incident involving sexual abuse or sexual harassment of an offender I will report it to the supervisor in charge immediately.

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Contractor (Signature) Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

Notary Public

My Commission Expires: _____ , 20 ____

(IF CONTRACTOR WILL BE NOT BE PERFORMING WORK IN EFFINGHAM COUNTY PRISON, PLEASE MARK "N/A" BEFORE RETURNING. IF CONTRACTOR WILL BE USING SUBCONTRACTORS THIS FORM MUST BE COMPLETED FOR EACH

SUBCONTRACTOR
ATTACHMENT I
Legal Notice

RFP No. 20-62-001
Inmate Medical Services

Effingham County, Georgia is seeking proposals from firms interested in providing Professional Services.

Sealed proposals are due by **11.00am (Eastern Time) Thursday, March 26, 2020** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Alison Bruton at (912) 754-2159 ext 4572 or via email: abruton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".