

REQUEST FOR PROPOSAL
FOR
INMATE HEALTHCARE SERVICES
FOR THE CHATHAM COUNTY DETENTION CENTER
RFP NO.13-0054-5

“MANDATORY” ON SITE PRE-PROPOSAL CONFERENCE: 10:00 A.M. JULY 16, 2013
SHERIFF COMPLEX, 1050 CARL GRIFFIN DRIVE, SAVANNAH, GEORGIA 31408

PROPOSAL RECEIPT BY: 5:00 P.M. JULY 30, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X GENERAL INFORMATION

X PROPOSAL

X PROPOSAL SCHEDULE

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION FORM; H. LOBBYING

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER _____
CITY _____
COUNTY _____
OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS _____

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

BY: _____

SIGNATURE:

DATE:

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or woman ownership. Please check ownership status as applicable:

African-American _____ **Asian American** _____ **Hispanic** _____
Native American or Alaskan Indian _____ **Woman** _____

For additional information concerning Chatham County's M/WBE Program, please call (912) 652-7860.

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AND CONTRACTING
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31406
(912) 790-1619**

DATE: July 1, 2013

RFP No. 13-0054-5

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406** up to **5:00 P.M., JULY 30, 2013, (LOCAL TIME)**. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A "MANDATORY" On Site Pre-Proposal Conference has been scheduled for **10:00 A.M., JULY 16, 2013**, and will be conducted in the Conference Room of the **CHATHAM COUNTY DETENTION CENTER, SHERIFF COMPLEX 1050 CARL GRIFFIN DRIVE, SAVANNAH, GEORGIA 31408** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **PLEASE ENTER THROUGH THE ENFORCEMENT BUILDING AS THE MAIN LOBBY IS UNDER CONSTRUCTION.** Representatives from Chatham County will be in attendance. There will be a tour of the facility immediately following the pre-proposal conference. Any firm not represented at the Pre-Proposal conference will not be permitted to submit a proposal.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

SECTION I INSTRUCTIONS TO PROPOSERS

- 1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.
- 1.2 **INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this solicitation, contact Kathleen Watson-Scott, CPPB, at (912) 790-1619. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is the proposers' responsibility to check the website to determine if any addenda(s) have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA. Attn: Kathleen Watson-Scott, CPPB. Questions may be sent via FAX to (912) 790-1627 or email to kwscott@chathamcounty.org. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. If no cut-off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline of receipt of proposals. If a bid or proposal is faxed, it is the responsibility of the proposer to insure that the proposal is received in its entirety prior to the deadline for bid submittal. In certain circumstances, fax bids are never allowed i.e., when there is a bid bond requirement. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this solicitation.

- 1.3 **ELIGIBILITY:** To be eligible for a resulting contract (s) in responding to this solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services.
- 1.4 **HOW TO PREPARE PROPOSALS:** All proposals shall be:

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.5 HOW TO SUBMIT PROPOSALS: All proposals shall be:

- A. Submitted in a sealed opaque enveloped, plainly marked **Annual Contract for Inmate Healthcare Services RFP #13-0054-5, with date and time of bid proposal opening, and company name.**
- B. Mailed or hand delivered as follows in a sufficient time to ensure receipt by the Purchasing Agent on or before time and date specified above.

Purchasing and Contracting
1117 Eisenhower Drive, Suite C
Savannah, Georgia, 31406

- C. Each proposal must be submitted in one (1) original and five (5) copies bound to:
Chatham County Purchasing Department
Attn: Kathleen Watson-Scott, CPPB
1117 Eisenhower Drive, Suite C, Savannah, GA 31406

An electronic proposal shall also be submitted either on CD or a flash drive.

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

1.6 HOW TO SUBMIT AN OBJECTION: Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- B. The objections contemplated must pertain both to form and 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.

1.7 FORMAT FOR RESPONSES: To be considered, contractors must submit a complete response to the Request for Proposal. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include all content in the requested order listed in Section 3.7 with signatures and required attachments.

1.8 ERRORS IN PROPOSALS: Proposers 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 Proposer's own risk.

1.9 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD: The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities 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 Proposer who has

previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.

1.10 DEFINITION OF TERMS:

PROPOSER: Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.

CONTRACTOR: Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

1.11 COMPLIANCE WITH LAWS: The Proposer 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 Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

1.12 LOCAL PREFERENCE: The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."

SECTION II GENERAL CONDITIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files with any obligation on the County's part. Ownership of all data, materials, and documentation prepared for an submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and 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.
- 2.4 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Proposer 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.
- 2.5 **CONTRACTOR RECORDS:** 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.
- 2.6 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.
- 2.7 **OFFERS TO BE FIRM:** The proposer **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid submitted, unless other wise stated in the proposal in order to provide the Evaluation Team time to review all proposals.
- 2.8 **COMPLETENESS:** All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses or respondents.
- 2.9 **DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **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 last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be considered.

** All proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

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

2.10 MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County program is **ACCESS**. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator please call 912-652-7860.

2.11 LOBBYING ACTIVITIES: During the request for proposal process and subsequent evaluation and award process, proposers shall have no discussions with Board members, other elected officials, county management staff and employees. Proposers are required to sign the lobbying affidavit included in the RFP package. All contact must be through the Purchasing & Contracting Office.

2.12 LIABILITY PROVISIONS: Where proposer are required to enter or go onto Chatham County property to measurements or gather other information in order to prepare the proposal as requested by the County, the proposer shall be liable for any injury, damage or loss occasioned by negligence or the proposer, his agent, or any person the proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with Chatham County.

- 2.13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this offer, the offer certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement:
1. The prices in this offer 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 bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other competitor; and;
 3. No attempt made or will be made by the proposer to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.
- 2.14 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to the responsible proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.15 TERM OF CONTRACT:** The contract, if awarded, will be for a term of one (1) year with the option to renew for four (4) additional one year terms upon mutual agreement of the County and the Contractor regarding the service to be provided to the County and re-numeration. As an option to the County, with Board approval, this contract may be, upon negotiation, extended for two (2) additional one year terms.
- 2.16 VENDOR PERFORMANCE EVALUATION:** On April 11, 2008 the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, prior to the contract anniversary date. Should the vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to be sent to the Purchasing Agent.
- 2.17 PROCUREMENT PROTESTS:** Objections and protest to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.18 QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.19 COUNTY BUSINESS LICENSE REQUIREMENT: A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to the award of contract. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information.

2.20 LICENSES, PERMITS, TAXES: The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1619 or (912) 790-1627 fax.

2.21 INSURANCE PROVISIONS: The selected CONTRACTOR 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

2.21.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is always includes Chatham County).

2.21.2 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. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards.

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 their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to

a Worker's Compensation claim. Minimum limits: \$ 500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.

- C. **Business Auto 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 and property damage. Coverage should be written on an "Any Auto" basis.

2.21.3 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 coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- 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 request.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy that supplies to this request 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 requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificate of insurance and with original endorsements affecting coverage required by this request. 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 Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- 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 Chatham 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 Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

- 2.22 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham 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 Chatham 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 Chatham 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.
- 2.23 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.24 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.25 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.26 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Chatham County Finance Department, at (912) 652-7900.

- B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham 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 Chatham 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.

2.27 CONTRACT COST ADJUSTMENTS: Prices quoted shall be firm for the initial contract term, one (1) year. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry and are documented and verifiable.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

2.28 VENDOR DEFAULT: Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because a request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.

2.29 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 Division not less than one week prior to the time set for proposal opening.

2.30 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.

2.31 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE): On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All 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.

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

- 2.32 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a 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.
- 2.33 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 2.34 SELECTION PROCESS:** Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent. Further evaluation may include interviews with any or all proposers at the County's discretion.
- 2.35** All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- 2.36** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 2.37 CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur. As well, the County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.

Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

- 2.38 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint

ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use local Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

2.39 CHANGES: In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, 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.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

2.40 TERMINATION OF CONTRACT: Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The proponent 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 proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

2.41 ASSIGNMENT: The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.

2.42 PAYMENT AND PERFORMANCE BONDS: County reserves the right to require payment and performance bonds or other forms of surety satisfactory to the County Attorney.

The undersigned proposer 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 Proposals package, and that any exception taken thereto may disqualify his/her proposal.

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

This _____ day of _____ 20 ____.

BY: _____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

**SECTION III
SPECIFIC CONDITIONS**

3.1 DESCRIPTION AND OBJECTIVES: Chatham County is seeking proposals from firms qualified and interested in providing Professional Healthcare Services for the Inmates of the Chatham County Detention Center.

3.2 METHODOLOGY: The procurement described herein is being conducted as a two step process.

STEP ONE: ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent 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. Proponents whose proposal is not accepted will be promptly notified that they are no longer being considered and why. A “shortlist” of qualified firms may be developed.

The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected to provide the service. The selection will be made of that firm which provided the best proposal. “Best” is defined as the be best combination of qualitative factors and fee proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. ***The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide Inmate Health Services.***

Proposals will be evaluated on the basis of factors 1 – 5. A shortlisted group of proposers may be interviewed and requested to submit a presentation.

	<i>Evaluating Factor:</i>	<i>Points Possible:</i>
1	<i>Qualifications, Experience, and References:</i> Qualifications of the firm, individual, and sub-consultants assigned to the project. Quality of the team assigned to the project; Identifies the roles and responsibilities of each team member. Educational background and training; Quality Control; Provides a minimum of five (5) references of agencies or firm that the firm has provided the same or similar services with the past five (5) years; Understanding the requirements; Description of the firms program will meet the requirement; Staffing requirements.	20

2	Experience and Capability: Proposer's past performance and experience with related Inmate Health Services. Provide information which documents your firms and subcontractor's qualifications to produce the required outcomes including it's ability, capacity, and skill. Proponent shall identify prior firm experience including Proponents description of how his firm's program will meet the requirements Experience in Correctional Health Care; Experience in Correctional Health Care programs in facilities exceeding an inmate population of 1,000; Experience in obtaining and maintaining National Commission on Correctional Health Care (NCCHC) accreditation.	30
3	Financial Strength: This factor considers the financial strength of the Proponent and its ability to handle the receivables, credit rating with the industry and ability to obtain any additional equipment or personnel that may be required to perform satisfactorily; Ability to start up and manage Health Care Services.	10
4	Minority/Women Business Enterprise Commitment	15
5	Fee Proposal in a separate sealed envelope	25

Fee proposals must be submitted in a separate sealed envelope with the Proposer's name and marked "Fee Proposal for Inmate Health Services." Fee Proposals will only be opened from those proposers deemed to be qualified. The County will be the sole judge in this matter.

STEP TWO - INTERVIEWS/PRESENTATIONS (TOTAL POINTS 30)

The evaluation committee *may* decide to conduct interviews with the "short-listed" firms. It is the sole responsibility of the evaluation committee to determine if interviews will be required. If interviews are conducted, each of the "short-listed" firms will be scheduled for an interview. The interviews will be scored and the points added to the total score.

3.3 A "MANDATORY" ON SITE PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted at **10:00 A.M., JULY 16, 2013** in the Sheriff Complex Detention Center conference room, **1050 Carl Griffin, Savannah Georgia, 31405** to discuss specification and/or any misunderstandings that may arise. **PLEASE ENTER THROUGH THE ENFORCEMENT BUILDING AS THE MAIN LOBBY IS UNDER CONSTRUCTION.** Representatives from Chatham County will be in attendance. There will be a tour of the facility immediately following the pre-proposal conference. *Any firm not represented at this "Mandatory On Site pre-proposal conference will not be allowed to submit a proposal.*

3.4 PROPOSAL DEADLINE: The response to the Request for Proposals must be received by the Chatham County Purchasing Division no later than **5:00 P.M. JULY 30, 2013 (LOCAL TIME).** Any proposal received after the time stipulated will be rejected and returned to the proponent. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.

- 3.5 WITHDRAWAL OF PROPOSAL:** Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.
- 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 proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.
- 3.7 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. 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. Executive Summary
 - B. Business Profile
 - C. Experience and Capability
 - D. Project Understanding and Methodology
 - E. Other Relevant Facts/Information
 - F. Required Attachments
 - G. Fee Proposal in a separate sealed envelope

INTRODUCTION/EXECUTIVE SUMMARY: The Executive Summary of the Proposal shall be limited to three (3) single-spaces typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP.

BUSINESS PROFILE: State the full name, address, and telephone number of your organization and include:

- A. **Organization:** The name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Provide a complete organizational chart listing the names and resumes' of the individuals that will be directly involved in providing the health care service.
 - Indicate whether you operate as a sole proprietorship, individual, partnership, or corporation and the State in which your firm is incorporated or licensed to operate.
 - As applicable, provide the name of the branch office or other subordinate element that will perform or assist in performing the services described herein.
- B. **Resumes of Key Personnel:** Resumes/credentials of the person(s) who will perform the services required and state how long they have been in your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification.

EXPERIENCE AND CAPABILITY: List of current or former clients with requirements similar in scope and content to the proposed contract, a contact and current telephone number at each client location. Chatham County reserves the right to verify the information furnished. Identify by institution, address, telephone number and name of the administration of all correctional institutions for which your firm is providing health care service, and the length of time the service has been provided. Also, identify those for which your firm has obtained an accreditation of the National Commission of Correctional Health Care, or other recognized body.

For each similar and completed project of this type, give the following information:

- The Name and Location of Facility
A Brief Description of the Services Provided
The Name of the Project Manager and his/her phone number
Date that services were provided and completed
Provide a description of other, relevant projects completed over the last five (5) years.
- Provide a listing of facilities with an inmate population of 1,000 or more that your firm has provided Healthcare services to within the past five (5) years.
- 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.
- Provide complete details of any contract, during the last five (5) years, in which your firm has been terminated.

PROJECT UNDERSTANDING AND METHODOLOGY: Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed statement to demonstrate the offerors' understanding of the Scope of Services described further in this RFP. The statement shall include but not necessarily be limited to the offerors' proposed organizational structure and procedures to provide the required services, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, special services and techniques that your firm will offer that differentiates your proposal from any other, Minority and Local outreach, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

Proposal should address in detail each section of the Scope of Services, Minimum Qualifications and Detailed Services. Please address each section by specification number and provide detail on how your firm complies with the specification. Exceptions to any of the requirements of the RFP must be clearly stated.

OTHER RELEVANT FACTS/INFORMATION:

Provide the specific manpower, expressed in full time equivalents by professional category, which you will provide to assure that the inmate health program will remain certified. There is a preference for full time contractor employees in comparison to part time, or part time employees “as needed” when feasible and cost effective. The Incumbent Contractor is currently providing 37.1 full time staff members. *This number is provided for information only and will not be construed that the Proposer must use this number.

Provide proof of insurance as set forth in this document, or a letter of intent from an insurance company authorized to do business in the State of Georgia stating their willingness to insure your firm pursuant to the terms of this proposal.

Provide a statement of your firms' financial strength.

Provide evidence of your firms capability to bond or provide financial assurances to provide the services.

Attach copies of sample Receiving, Screening, and Comprehensive Health Assessment Forms, and actual Table of Contents from the Health Care Policies and Procedures Manual used by your Firm.

3.8 COMPENSATION: The County has attempted to provide as much information about the project as possible to enable firms to structure the most cost effective offer. Compensation schedule shall be provided on the Fee Proposal page in SectionVII.

3.9 COST TO PREPARE RESPONSES: The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

Chatham County may, as it deems necessary, conduct discussions with responsible offerors 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.

3.10 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH OFFEROR:

The following criteria will be used, as a minimum, to determine the responsibility of each Offeror:

- A. Does the Offeror demonstrate an understanding of the County’s needs and proposed approach to the project?
- B. Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- C. Can the respondent take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?

- D. Does the Offeror have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- E. Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or if the prime contractor has not performed a contract of similar size and scope, has it, and/or it's team members otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?
- F. Does the Offeror propose to perform the work at a fair and reasonable cost?
- H. Has the Offeror declared bankruptcy within the past 10 years?

3.11 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or martial status.

SECTION IV SCOPE OF SERVICES

- 4.1 BACKGROUND:** The Chatham County Sheriff is responsible for the operation and supervision of the County Detention Center. The design inmate capacity prior to expansion is at the Detention Center is 1224. The average daily inmate population at the Detention Center is 1504 which consists of 1315 male and 189 female inmates. The Detention Center processes approximately 17,992 inmates per year. Chatham County has expanded the inmate facility to include space for an additional 1136 for a total of 2360 inmates.
- 4.2 INTENT:** This request for proposals is to select a Health Care Provider for the provision of healthcare services for inmates in the Chatham County Detention Center and to select that proposer which best satisfies the County's requirements.
- 4.3 SERVICES:** The Health Care Provider shall be the sole provider and/or coordinator of the Health Care Delivery System at the County Detention Center. The Provider shall be responsible for all medical care, including psychiatric but with the exclusion of psychologist, for all inmates of the Detention Center. This will include dental care. The responsibility for providing health care commences with the commitment of an inmate to the custody of the Chatham County Sheriff's Department and ends with the discharge of the inmate.

The successful proposer will be required to deliver high quality health care that can be audited against established standards, in a cost effective manner, with full reporting and accountability to the Chatham County Sheriff's Department.

- 4.4 MINIMUM QUALIFICATIONS:** Chatham County requires that any proposer meet the following minimum qualifications. Failure to meet each of these qualifications will result in the proposer's disqualification.
- 4.4.1** The proposer must be an organization existing for the primary purpose of providing correctional health care services.
- 4.4.2** 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 Detention Center facilities of a size comparable to that of the Chatham County Detention Center.
- 4.4.3** The proposer must have demonstrated its experience and the quality of its care by having obtained the accreditation of the National Commission of Correctional Health Care Systems, for at least one facility of which is a size equal to the Chatham County Detention Center.
- 4.4.4** The proposer must demonstrate its ability to provide a health care system specifically for the Chatham County Detention Center. 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 Chatham County Detention Center.

4.4.5 The proposer must have in place a procedure for defending litigation brought by inmates related to the provision of health care.

4.5 **STAFFING LEVELS:** The Health Care Provider *shall* provide full staffing which includes the following nursing coverage and use only licensed, certified, and professionally trained personnel:

- A. The Medical Unit: 24 hours a day, 7 days a week.
- B. The Receiving and Discharge area of Detention Center: 24 hours a day, 7 seven days a week.
- C. Each of the Housing Units of the Detention Center: 8 hours a day, 5 days a week.
- D. Infirmary: 24 hours per day, 7 days a week.

4.6 **HEALTHCARE PLAN:** The Health Care Provider will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance. The health care program will be operated by standards established by the National Commission on Correctional Health Care (NCCHC) and obtain NCCHC accreditation within a twelve (12) months of commencement of service. Additionally, the Provider will be required to:

- A. Maintain an open and cooperative relationship with the administration and staff of the Sheriff's Department.
- B. Provide a comprehensive program for continuing staff education.
- C. Maintain complete and accurate records of care and to 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.

4.7 **INMATE CUSTODY AND SECURITY:** The primary responsibility for inmate custody and security within the Detention Center facility rests with the staff of the Chatham County Sheriff's Department. The Provider shall have primary responsibility in all matters pertaining to medical and dental treatment and care of inmates. Everyone who works in the Chatham County Detention Center 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 Staff, will have joint responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves or others. On these matters of mutual concern, Sheriff's Department staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with Sheriff's staff whose decision in non-medical matters and matters involving safety of staff and inmates and security of the Detention

Center shall be final. All decisions involving the exercise of medical and/or dental judgement still are the responsibility of the Provider.

- 4.8 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 Chatham County Detention Center should be equivalent to that available in the community.
- 4.9 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 Chatham County Detention Center property.
- 4.10 SECURITY ASSISTANCE:** Provider shall have no responsibility for security at the Chatham County Detention Center or for the custody of any inmate at any time, such responsibility being solely that of the Chatham County Sheriff's Department. Provider shall have sole responsibility in all matters of medical and dental judgement. 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 shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical or dental judgement still are the responsibility of the Provider.
- 4.11 INDEMNIFICATION:** Provider shall indemnify and hold harmless Chatham County and its agents, servants, and/or employees from all claims, actions, lawsuits, damages, judgements or liabilities arising out of the health care delivery system at the Chatham County Detention Center. Conversely, Chatham 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 Chatham County Detention Center, including maintaining security.
- 4.12 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 Chatham County Detention Center, the Policies and Procedures of the Provider are subject to review and approval of the Chatham County Sheriff's Department (CCSD). Without limiting the responsibility of the Provider to make its own medical and dental judgments or the discretion of the CCSD 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 Chatham County Sheriff's Department 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.

4.13 THIRD PARTY REIMBURSEMENT: Provider may seek reimbursement for services rendered under this contract from any available third party including the State of Georgia, any County of the State of Georgia, Blue Cross and/or Blue Shield. The administration of the Chatham County Sheriff's Department shall cooperate with the Provider in these efforts.

Proposer shall detail their approach to filing insurance claims and their ability to collect resulting in lower fees to Chatham County.

SECTION V DETAILS OF HEALTH CARE SERVICES

- 5.1** Health care services must be provided in compliance with the Standards for Health Services in Jails, established by the National Commission on Correctional Health Care (NCCHC). More specifically, the services provided must meet the NCCHC Standards to the extent required to achieve NCCHC accreditation, which is a primary goal of these specifications.
- 5.2** Health care services must be provided in full compliance with HIPPA and/or the most current Privacy Protection practices.
- 5.3** Provider must recruit, interview, hire, train and supervise all health care staff, with the exception of psychologist who is under contract with the Detention Center. 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. At minimum, a full-time, on-site Program Administrator shall be provided who shall have general responsibility for the successful delivery of health care at the Chatham County Detention Center, pursuant to this contract.
- 5.4** Provider must recruit, interview and hire a Board certified Psychiatrist to provide certain mental health services to the inmate of the Chatham County Detention Center. The services required of the selected psychiatrist include:
 - 5.4.1** Assist in developing and implementing policies which ensure appropriate comprehensive mental health care in compliance with all applicable State and Federal laws concerning such care. Develop and be responsible for all standing mental health care orders.
 - 5.4.2** Visit the Chatham County Detention Center as needed to provide comprehensive mental health care, i.e., diagnosis, treatment, prescription of appropriate medications. The length of the visit shall be as long as necessary to accord proper mental health care to those inmates in need of treatment. The estimated average length of the visit is four hours per week.
 - 5.4.3** Be on call as required to provide emergency treatment of inmates at the Chatham County Detention Center on a 24 hour basis.
 - 5.4.4** Perform the necessary mental health care that will enable the Detention Center to maintain NCCHC accreditation.
 - 5.4.5** The Psychiatrist shall perform his services to the standards of the community.
 - 5.4.6** The Psychiatrist shall perform all duties, treatment, care and supervision in his capacity as Detention Center Psychiatrist as an independent contractor and not as an employee of Chatham County, Georgia.
 - 5.4.7** Provide a prognostic consultation including individual assessment and treatment as may be indicated.

- 5.4.8 Provide, in concert with the Psychologist, mental health services evaluation of the mental health section.
- 5.4.9 Provide diagnosis or referrals to State Mental Health facilities for those inmates requiring more extensive treatment.
- 5.4.10 Must complete training in our security procedures relevant to a Detention Center environment.
- 5.4.11 Prescribe medication and/or other treatment as may be indicated.
- 5.4.12 Participate in Detention Center quarterly staff meetings.
- 5.4.13 Coordinate with medical director, chief nurse, psychologist and mental health staff.
- 5.4.14 Advise the Detention Center administrators of any potential situation which could place inmates and staff in jeopardy.
- 5.5** Provider will furnish copies of licenses, to the Chatham County Detention Center Administrator, of all medical staff members assigned to the Detention Center at the time the staff member is assigned.
- 5.6** Provider shall perform a Receiving Screening on all new commitments to the Chatham County Detention Center before the inmate enters the general population of the Chatham County Detention Center. Such screening shall be conducted by a qualified medical professional or a health trained individual. Provider shall furnish 24 hour nursing coverage in the Intake Unit. At minimum, the Receiving Screening shall include:
 - 5.6.1 Documentation of current illnesses and health problems, including medications taken, and special health requirement;
 - 5.6.2 Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
 - 5.6.3 Notation of body deformities, trauma markings, bruises, ease of movement, etc.
 - 5.6.4 Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted.
 - 5.6.5 A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and;
 - 5.6.6 Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.
- 5.7** Provider shall perform a comprehensive Health Assessment on any inmate confined at the Chatham County Detention Center for longer than seventy-two (72) hours within fourteen (14)

calendar days of the arrival of the inmate at the Chatham County Detention Center. Such Assessment shall be performed by a qualified medical professional. At a minimum, the comprehensive Health Assessment shall include:

- 5.7.1 Review of the Receiving Screening results by the Program Administrator or responsible physician;
- 5.7.2 Additional data necessary to complete a standard history and physical;
- 5.7.3 Tuberculosis and venereal disease testing;
- 5.7.4 Screening tests for tuberculosis, venereal disease and Human Immunodeficiency Virus (HIV), as well as urinalysis will be performed, as clinically indicated. Screening tests for HIV will be conducted when deemed necessary by the contract physician
- 5.7.5 Additional lab work as directed by the physician for particular medical or health problems;
- 5.7.6 Additional tests as required, based on the original screening tests;
- 5.7.7 Height, weight, pulse, blood pressure and temperature;
- 5.7.8 The health assessment of females will also include:
 - A. Inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive, medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy;
 - B. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.
- 5.8** Provider, through a physician, will perform a basic or routine employment physical on any new employee of the Chatham County Detention Center as requested by the administration.
- 5.9** Provider shall administer a two step PPD test on all Sheriff Department employees on an annual basis. The provider shall be responsible for administering the test and reading the results only. The current rate paid to the contractor for this testing is \$3.75 per employee.
- 5.9** Provider shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Chatham County Detention Center. Provider shall administer emergency medical care at the Chatham County Detention Center to any employee or visitor of the Chatham County Detention Center who requires such care.
- 5.10** Chatham County may opt to re-establish a “minimal cost” medical co-pay schedule. The inmate co-pay system will be computer based that charges an inmate receiving medical attention. Provider will enter in the inmates’ medical file whether the action taken was pharmacy, nurse related, doctor, psychiatrist, or other chargeable code. The Chatham County

Detention Center will determine the costs to be charged for each code. The computer based co-pay system can also be turned off if the Administration decides not to charge for services.

- 5.11** Provider shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any inmate of the Chatham County Detention Center, subject to the defined catastrophic limits, if applicable. This shall include all institutional charges, physician charges and any and all other additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided. Provider shall provide full catastrophic insurance coverage.
- 5.12** Provider shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates inside or outside the Chatham County Detention Center. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or other covering physician shall be on call seven (7) days per week, twenty-four (24) hours per day for emergency situations.
- 5.13** Provider shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside the Chatham County Detention Center. Provider shall also provide and pay for all laboratory services, as indicated.
- 5.14** Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.
- 5.15** Provider shall identify the need, schedule, coordinate and pay for the services of an optometrist, as needed. Provider shall provide any inmate with one pair of ordinary glasses if prescribed.
- 5.16** Provider shall provide the dental program for the entire inmate population. The program shall provide for basic dental services including extraction, fillings and oral hygiene. Basic dental care service is available 20 hours per week. Emergency dental services shall be available on a 24-hour a day basis. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the Chatham County Detention Center. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate. A dental record shall be maintained as part of the medical record of the inmate. Within ninety (90) calendar days of admission, a dental examination shall be performed by a Dentist. Annual dental examinations shall be performed on each inmate.
- 5.17** Provider shall provide a total pharmaceutical system for the Chatham County Detention Center beginning with the physicians prescribing of medication, the filling of the prescription, the dispensing and administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs prescribed by the provider's physicians and dentists. Pharmaceutical system shall include prescription medications and over-the counter medications. All prescription medications shall be prescribed by the responsible physician or dentist and shall be administered by licensed medical staff.

- 5.18** Provider shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which program shall be administered only on Chatham County Detention Center property.
- 5.19** Provider shall provide and pay for all non-capital equipment and supplies used in the health care delivery system administered under this contract.
- 5.20** Provider shall maintain complete and accurate medical and dental records separate from the Chatham County Detention Center confinement records of the inmate. The current contractor provides electronic maintenance of medical records utilizing "Catalyst" software. At the end of the contract, the contractor is obligated to provide an offline copy of all data related to the inmates of the County. Proposers shall include the cost of electronic maintenance of medical records in their proposal and all costs associated with transferring data. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, the Provider shall provide the Administrator of the Chatham County Detention Center with access to such records, and upon request provide copies. Provider shall also work with the County Attorney to resolve any medical associated legal matters.
- 5.21** Provider shall provide a consultation service to Chatham County Sheriff's Department on any and all aspects of the health care delivery system at the Chatham County Detention Center including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter relating to this contract upon which the Chatham County Sheriff's Department seeks the advice and counsel of the Provider.
- 5.22** Receiving Screening must be completed on all inmates at confinement and will include the identification of prior mental health and substance abuse problems, prior treatments received, prescribed medications, suicidal tendencies, violent or disruptive behavior and possible need for further referral. Following this initial determination of need, the inmates must be referred to the Mental Health staff as clinically appropriate.
- 5.23** Provider will insure that appropriate staff is available to provide the health care services as defined in this proposal. At a minimum, this includes screening of all newly admitted inmates, 24 hour coverage in the medical unit and infirmary, and 40 hour per week nursing coverage in all inmate housing units in the Detention Center.
- 5.24** Proposer shall describe your use of telemedicine physician services and how this can be used to reduce costs.
- 5.25** Proposer shall describe the impact of the Affordable Care Act and any other recent legislation on your costs and how it impacts inmate care.
- 5.26** Proposer shall submit samples of monthly reports which monitor performance based on requirements of the RFP.

SECTION VI PRICING DATA

- 6.1** All proposals must contain a specific price per month for a base average daily population of 1700 inmates for all medical care rendered under the contract. It is acceptable if the Provider wishes to state one price per month for the first year of the contract and another for the second and third years. After year three, the County is requesting a maximum percentage cap which the Contractor will not exceed. Proposer may submit a proposed per diem charge if the average daily population exceeds 1700 for over 60 days. This should be evaluated and billed quarterly if applicable. The current contract value is \$5,774,088 plus \$16,000 for software which represents the base proposal based on 1700 inmates. The contract per diem rate over 1700 is currently \$4.58.
- 6.2** The Service Provider will be responsible for all psychotropic medication costs. Submit your base bid price with the provision for psychotropic medications.
- 6.3** Define "catastrophic" medical care. The County desires full risk catastrophic coverage through the provider.
- 6.4** Please note the following in regards to catastrophic care:
- 6.4.1 – Pre-commitment (before acceptance into pre-booking) injuries that require hospitalization are the responsibility of the arresting agency until they are discharged and then taken to the complex and accepted. Inmates arrested by the Sheriff's Office are the Medical contract provider's responsibility since they are considered an inmate the moment they are arrested by our agency. Any pre-existing illness or injury will always be the medical contract provider's responsibility after incarceration.
- 6.4.2 - Any catastrophic medical care provided to an inmate is the responsibility of the medical contract provider no matter the number of inmates involved.
- 6.4.3 – Catastrophic medical care for a common/contagious disease is the medical contract providers responsibility no matter the number (one or more) of inmates involved.
- 6.5** Proposer shall include the cost of software and maintenance for electronic medical maintenance of records in their base rate. Successful proposer will be required to provide data in a transferrable format at the end of the contract.
- 6.6** The proposers must submit a Bid Bond in the amount of five (5) percent of the first year contract at the time of submittal.
- 6.7** The successful proposer must provide a Performance Bond of twenty-five (25) percent of the first year contract amount within fourteen (14) working days after notice of award. The surety company must be licensed in the State of Georgia. Other forms of surety acceptable to the County Attorney may be acceptable.
- 6.8** The successful Contractor and any Subcontractor providing Medical Health Care Services are

required to carry Professional Liability Insurance at all times. A 100% Payment Bond will be required of any Prime Contractor utilizing a Sub-Contractor to guarantee payment of the Subcontractor by the Prime Contractor.

**SECTION VII
COST PROPOSAL**

The undersigned agrees to furnish all requirements of the contract for the following amounts. A bid bond in the amount of 5% of the year one annual base cost must be submitted with your fee proposal. Please submit fee proposal in a separate sealed envelope clearly marked with your firm's name and "Fee Proposal for Inmate Health Services.

YEAR ONE

Annual Base Cost for 1700 ADP \$ _____ yr
Variable per Diem for ADP above 1700 \$ _____ per inmate

YEAR TWO

Annual Base Cost for 1700 ADP \$ _____ yr
Variable per Diem for ADP above 1700 \$ _____ per inmate

YEAR THREE

Annual Base Cost for 1700 ADP \$ _____ yr
Variable per Diem for ADP above 1700 \$ _____ per inmate

Maximum cap for future year increases _____%
(Must be approved, not automatic)

Number of Proposed Full Time Employees _____

Additional Cost for Providing PPD Testing for Sheriff Department Employees
\$ _____ per employee

ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).

This _____ day of _____, 20 ____.

BY: _____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

ATTACHMENT "A"

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 in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as INMATE HEALTHCARE 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:

NOTARY:

DATE:

ATTACHMENT "B"

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____, _____, _____,
Name Title Name of Bidder

(herein after "Company") in consideration of the privilege to bid/or propose on the following
Chatham

County project procurement (ANNUAL CONTRACT FOR INMATE HEALTHCARE SERVICES),
hereby consent, covenant and

agree as follows:

1. 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 bid submitted to Chatham County or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
6. 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

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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 (without good cause) 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, occupational safety and health rules.

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

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45



ATTACHED D

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____(city), _____(state)_____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

R

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name:

*

Alien Registration number for non-citizens.

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public

My Commission Expires:

ATTACHMENT F

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, Chatham County City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder 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.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT G

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____ Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____% WBE Total _____% M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone (____) _____ Fax (____) _____

ATTACHMENT H

AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder/Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____.

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 165516

Chatham County, Georgia is seeking proposals from firms interested in **Providing Inmate Healthcare Services for the Chatham County Detention Center** - Request for Proposal No. **13-0054-5**.

A “**MANDATORY**” on site pre-proposal conference has been scheduled for **10:00 A.M. JULY 16, 2013**, and will be conducted in the conference room of the Chatham County Detention Center, 1050 Carl Griffin Drive, Savannah, Georgia, to discuss the specifications and to resolve any questions and/or misunderstanding that may arise. There will be a tour of the facility immediately following the pre-proposal conference. Any firm *not* represented at the “Mandatory” Pre-Proposal conference, will not be permitted to submit a proposal.

Proposals are due by **5:00 P.M. JULY 30, 2013 (Local Time)** and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

A copy of this Request for Proposal is available in Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. For additional information concerning specifications, please contact Ms. Kathleen Watson-Scott, CPPB, Procurement Specialist at 912-790-1619. Specifications are also available on and can be downloaded from the County’s website at www.purchasing.chathamcounty.org.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. “CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS”.

MARGARET H. JOYNER, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

- Savannah News- INSERT: July 3, 2013