

THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY (ACCGov)



DATE: August 25, 2023
TO: ACC CORRECTIONS HEALTH SERVICE PROVIDERS
SUBJECT: RFP # 24013 - HEALTH SERVICES FOR OFFENDERS OF ATHENS-CLARKE COUNTY CORRECTIONS

The Unified Government of Athens-Clarke County (ACCGov) is soliciting competitive sealed proposals from qualified service providers for the provision of **Health Services for Offenders of the Athens-Clarke County Department of Corrections**, on an Annual Contract for the Athens-Clarke County Department of Corrections (ACCDoc), with four options to renew.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens-Clarke County.

One (1) USB Flash drive with a paper copy of the Proposal WITHOUT pricing,
One (1) Separately Sealed USB Flash Drive with a paper copy of section V-D Price Proposal Schedule must be submitted.

Proposals are to be sealed, marked with the offeror's name and address and labeled, "**RFP # 24013 HEALTH SERVICES FOR OFFENDERS OF ATHENS-CLARKE COUNTY CORRECTIONS**" and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Not later than **3:00 P.M. ET, Thursday, October 12, 2023**

A mandatory pre-proposal conference is scheduled for **10:30 AM ET, Wednesday, September 13, 2023** in the Corrections Chapel, located at 2825 County Farm Road in Athens, Georgia 30605. A site visit of the facilities will follow.

Inquiries regarding proposals should be made to Angie Perteet, Senior Buyer, (762) 400-6053, accbids@accgov.com. Technical questions may be directed to Corporal Shareen McRae, Corrections Department at (762) 400-7532, fax: (706) 613-3404 or email: shareen.mcrae@accgov.com.

The ACCGov does not discriminate on the basis of disability in the admission or access to its programs or activities. A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:30 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

The written proposal documents supersede any verbal or written prior communications between the parties.

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I	REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS
II	REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES
III	SCOPE OF SERVICES
	A. INTRODUCTION AND PURPOSE
	B. GENERAL REQUIREMENTS
	C. ADDITIONAL REQUIREMENTS
	D. DEFINITIONS
	E. SERVICE OBJECTIVES
	F. SPECIFIC TASKS
IV	SELECTION PROCESS AND EVALUATION CRITERIA
V	MANDATORY PROPOSAL FORMS
	A: PROPOSAL FORM
	B: ADDENDA ACKNOWLEDGEMENT
	C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT CONTRACTOR AFFIDAVIT & AGREEMENT
	D: PRICE PROPOSAL SCHEDULE (Must be submitted in a separately sealed envelope)
VI	DOCUMENTS CHECKLIST
	ATTACHMENT A: WHAT YOUR BUSINESS NEEDS TO KNOW ABOUT GEORGIA'S E-VERIFY REQUIREMENTS

SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

A complete signed proposal must include the documents listed below:

PROPOSAL FORMAT: Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

All proposals received will become a part of the official contract file and may be subject to disclosure.

PROPOSAL FORMAT: All proposals should include the information outlined below and **in the following order:**

1. **Cover Letter:** A brief cover letter of introduction and interest.
2. **Table of Contents:** Including all sections and subsections.
3. **Business Information:** State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.
 - a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
 - b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
 - c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
5. **References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, point of contact and description of the contract for each reference.
6. **Financial Information and Documentation:** Provide relevant information regarding organizational stability and strength. Documentation may include:
 - a. A statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors joint venture partners, etc.), a listing of financial references.

- b. Failure to Complete Prior Projects - disclose whether the Offeror (or any general partner or joint venture of the Offeror) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.
 - c. Offeror must disclose the name of their parent company and litigation history to include pending, confirmed and settled lawsuits/judgements under all current and former names and partnerships which the offeror has conducted business
 - d. Disclose information and provide an explanation regarding any contracts involving the offeror or joint venture firm within the last three years which exceeded initial program or project budget, exceeded initial schedule, and any contract penalties or damages assessed.
7. **Contractor Provided Equipment** : Provide a list of equipment and supplies needed to perform the Services.
8. **Other Relevant Information**: Include any other relevant information concerning the project in this section.

SUBMITTAL FORMAT: ALL proposal copies must be submitted in a sealed envelope or container with the **OUTERMOST** container stating the company name, address, telephone number, the RFP number and TITLE (**RFP # 24013 Health Services for Offenders of ACC Corrections**). If you have an ACCGov Vendor Number please include it on the sealed envelope or container. **The ACCUG Vendor Number is not required to submit a Bid but we encourage companies to apply. Please note that new vendor registrations will not be processed for bidding purposes only.**

The ACCGov Vendor Number is not required to submit a Bid but we encourage companies to apply.

- One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing
 - One (1) paper copies of the signed proposal WITHOUT price

 - One (1) USB Flash drive with a copy section V-D Price Proposal Schedule
 - One (1) paper copy of section V-D Price Proposal Schedule
- (Must be submitted separately in a sealed envelope)**

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered.**

ALL DOCUMENTS SUBMITTED ON USB FLASH DRIVE MUST BE IN A SINGLE PDF FILE

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
REQUEST FOR PROPOSAL (RFP)
HEALTH SERVICES FOR OFFENDERS OF ATHENS-CLARKE COUNTY CORRECTIONS
RFP# 24013
DEPARTMENT OF CORRECTIONS
ATHENS, GEORGIA

SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

A. INTRODUCTION

PURPOSE

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide **Offender Health Services on an Annual Contract** for the Corrections Department (ACCDOC), Athens, Georgia for a one-year period, with the option to extend the contract for four additional one-year terms if agreed upon by all parties.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

- Proposal Documents Available..... **Tuesday, September 5, 2023**
- Pre-Proposal Conference **10:30 A.M. ET, Wednesday, September 13, 2023**
- Site Visit..... **11:15 A.M. ET, Wednesday, September 13, 2023**
- Deadline for submission of questions **2:00 P.M. ET, Thursday, September 21, 2023**
- Deadline for receipt of proposal **3:00 P.M. ET, Thursday, October 12, 2023**

C. CONTACT PERSON

The contact person for this RFP is Angie Perteet, Senior Buyer (762) 400-6053. Explanation(s) desired by the offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing at accbids@accgov.com. Technical questions may be directed to Corrections Corporal Shareen McRae at shareen.mcrae@accgov.com or (762) 400-7532.

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of proposals.

E. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and email address.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from [Georgia Procurement Registry](#) or [Athens Clarke County/Purchasing](#) (<https://www.athensclarkecounty.com/Bids.aspx>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. **LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS**

Proposals shall not be modified, withdrawn, or canceled by the offeror for a period of **sixty (120) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

G. **PROPOSAL CLOSING**

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](#) or [Athens Clarke County Bids](#) or via email request to E-Mail: accbids@accgov.com after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

H. **NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

I. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

J. **COST INCURRED BY OFFERORS**

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to the commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

K. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. SITE VISIT:

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.

N. AWARD OF CONTRACT

This is a past performance/technical/price trade-off source selection in which competing offeror's past and present performance history and technical ability will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed in Section IV herein. The Unified Government of Athens-Clarke County may reject any or all proposals if such action is in the Unified Government's interest.

O. PLACE OF PERFORMANCE

The Unified Government of Athens-Clarke County will not contemplate traveling outside the City of Athens to the contractor's facility for custom fitting or alterations. The offeror shall insert in the spaces provided in the price schedule the address of the plants or facilities location(s) that they intend to use.

P. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County business license if they are physically located in Athens-Clarke County or if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the Unified Government will not be accepted.

Q. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

R. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;

SECTION III - SCOPE OF SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for the provision of HEALTH SERVICES FOR OFFENDERS OF ATHENS-CLARKE CORRECTIONS as per the scope of services outlined below for the period July 1, 2024 – June 30, 2025.

A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCGov) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government's official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCGov serves an area population of approximately 100,000 with annual growth projected at 1% per year. ACCGov provides a multitude of local and state-funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCGov employs approximately 1,900 people.

The Athens-Clarke County Department of Corrections (ACCDOC) operates two buildings on a single campus. The Correctional Institution (CI) is located at 2825 County Farm Road, Athens, Georgia. This is a 120-bed facility, and may house a maximum of 120 state-sentenced offenders at a time. The Diversion/Transition Center (TC) is located at 2725 Lexington Road, Athens, Georgia sharing property boundaries with the CI. This 80-bed facility houses both state and Athens-Clarke court sentenced offenders. State sentenced offenders in both the CI and TC are provided through a contract agreement with the Georgia Department of Corrections, with a current annual capacity of 175 offenders. The remaining 25 available beds may be used by the Athens court system in the Diversion Center.

Among the many responsibilities of ACCDOC is the operation and supervision of the offender population in compliance with GDC standards and policies, as well as state and federal laws, which includes the health care of offenders assigned to ACCDOC custody. All offenders assigned to the custody of this department are adult male offenders, who do not have physical limitations that would prohibit them from physical labor and/or employment. Offenders have not been currently assessed with mental health needs, and are not anticipated to be assigned to this department while being treated for mental health. All offenders arrive to this department from another incarcerate facility, and are expected to be in a stable condition upon arrival.

This request for bid is primarily for the health services for the (up to) 120 offender population in the CI. The state-sentenced TC offenders, exceeding 120, will be encouraged to seek health care through their employers. However, maintenance of medical files, chronic care as determined by GDC medical, emergency responses, and care provided to limit TC offender movement to uphold security may be required. The remaining local sentenced offenders will not fall under this contract, beyond the request for emergency response as outlined in Section F. "Specific Tasks".

Offender health services have been provided by CorrectHealth Athens, LLC for more than the past decade. The ACCGov is seeking new proposals from responsible correctional health care contractors, including the current contractor.

Athens-Clarke Corrections – Population Report			
Fiscal Year	FY21*	FY22	FY23
<i>Fiscal Year for ACCGov begins July 1st and ends June 30th.</i>			
No. offenders on 6/30	141*	151	169
GDC Maximum Capacity	160	160	170
% of Max. Capacity	84%*	94%	96%
No. at CI on 6/30	91*	93	116
No. at TC on 6/30	50	58	53
% at CI on 6/30	57%	62%	69%
% at TC on 6/30	43%	38%	31%
<i>Goal split is approximately 105 (62%) at CI and 65 (38%) at TC.</i>			
FY daily average at CI	96	96	111
FY daily average at TC	38	55	53
FY daily average (both)	134*	151	164
No. of intakes at CI	153*	191	234
<i>*Reduced amounts due to COVID Pandemic and measure taken to mitigate exposure in Georgia DOC.</i>			

B. GENERAL REQUIREMENTS

1. Physical Security: The contractor shall safeguard all Unified Government of Athens-Clarke County property provided for contractor use. At the close of each work period, vehicles, facilities, support equipment, and materials shall be secured. Security provisions are addressed further in Section F. “Specific Tasks”.
2. Access Control: The health care provider will be provided facility space and equipment for the performance of contract requirements and all provider staff will have access to the facility subject to facility policies.

3. Contract Performance Period: Contract performance period shall be from the July 1, 2024 through June 30, 2025, unless terminated by either party giving to the other written notice of termination in writing ninety (90) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.
4. Hours Of Operation: Continuous.
5. Ordering and Payment: Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by the Warden or their designee. The contractor shall ensure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand-delivered to Athens-Clarke County Accounts Payable, P.O. Box 1748, Athens, GA 30603 or Athens-Clarke County Accounts Payable, 375 Satula Avenue, Room 175, Athens, GA 30601. A duplicate invoice may be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.
 - a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Purchase order number for supplies delivered or services performed.
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
 - (vi) Name and address to whom payment is to be sent.
 - (vii) Name (where practicable), title, phone number, and mailing address of the person to notify in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).
 - b. In the event orders are made via monthly or period purchase orders, the contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
 - (i) Name of supplier
 - (ii) Purchase Order number
 - (iii) Ship to Department and Address
 - (iv) Description, Quantity, unit price, and extension of each item.
 - (v) Date of delivery or shipment.

C. ADDITIONAL REQUIREMENTS

1. TERMINATION FOR CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful vendor has the right to terminate this contract for cause by providing a written notice of intent to the Purchasing Administrator to terminate at least ninety (90) days prior to the effective date of the contract termination.

2. CONTRACT RENEWAL TERMS: Beginning July 1, 2025, the term of this contract shall be automatically extended for four (4) additional periods of one (1) year each (collectively “Renewal Term”) unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.
3. TERMINATION WITHOUT CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.
4. REPORTING DISPUTES: The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.
5. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.
6. SAFETY: The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

7. SUBCONTRACTS: No portion of the work shall be subcontracted without the prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.
8. ESTIMATED QUANTITIES: The quantities of items specified in the Proposal Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Unified Government of Athens-Clarke County requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the Unified Government all items specified in the Proposal Schedule and called for by orders issued in accordance with the Ordering clause
9. CHANGES: Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
10. INSURANCE.
- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company.

Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:

- i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
- A waiver of subrogation and notice of cancellation endorsement shall be provided with the certificate of insurance.
- ii. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.
- An additional insured endorsement naming Unified Government of Athens Clarke County shall be provided with the certificate of insurance
 - A primary and non-contributory endorsement in favor of Unified Government of Athens Clarke County shall be provided with the certificate of insurance.
 - A notice of cancellation endorsement shall be provided with the certificate of insurance.
- iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.
- An additional insured endorsement naming the Unified Government of Athens Clarke County shall be provided with the certificate of insurance.
 - A primary and non-contributory endorsement in favor of Unified Government of Athens Clarke County shall be provided with the certificate of insurance.

- A notice of cancellation endorsement shall be provided with the certificate of insurance.
- iv. Excess Liability - \$1,000,000 on a per occurrence basis
 - A notice of cancellation endorsement shall be provided with the certificate of insurance.
- v. Medical Professional Liability: \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Coverage shall include individual professional liability and coverage for the partnership, association, corporation or any other legal entity providing medical services related to this request.
 - A notice of cancellation endorsement shall be provided with the certificate of insurance.
- b. An endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County’s interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator. An endorsement shall be provided naming Unified Government of Athens Clarke County as an additional insured, an endorsement providing primary and non-contributory endorsement in favor of Unified Government of Athens Clarke County.
- c. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
- d. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens- Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request.”
- e. The following persons or entities are to be listed on the Contractor’s general liability policy of insurance as additional insureds:
 - i. Unified Government of Athens-Clarke County, Georgia

11. 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, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal. At all times while this contract is in force, the Contractor shall maintain Medical Professional Liability Insurance "Malpractice" with limits not less than:

- A. Minimum Scope of Coverage: Coverage shall be at least as broad as:
1. Insurance Services Office (ISO) form CG 00 01 (Ed. 11/85) or the most recently approved Insurance Services Office forms covering Commercial General Liability.
 2. Insurance Service Office form number CA 00 02 (Ed. 1.87), or most recent Insurance Services Office forms covering Automobile Liability, code 1, "any auto; and
 3. Worker's Compensation and Employer's Liability as required by the State of Georgia.

1) Special Requirements:

1. 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 that coverage is claims-made. The Retroactive Date shall also be specifically stated on the Certificate of Insurance.

- 2) Extended Reporting Periods: The Contractor shall provide the Unified Government a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
 - 3) Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
 - 4) Cancellation: Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Unified Government.
 - 5) Proof of Insurance: The Unified Government of Athens-Clarke County shall be furnished with certificates 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 that insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the Unified Government before services are rendered. The Certificate of Insurance shall be addressed to the **Purchasing Administrator** and reference **RFP # 24013 - HEALTH SERVICES FOR OFFENDERS OF ATHENS-CLARKE COUNTY CORRECTIONS** as evidencing this requirement.
 - 6) 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 the 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.
- h. Lapse in Coverage: A lapse in insurance coverage shall constitute grounds for contract termination by the Unified Government.
- i. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the Unified Government of Athens-Clarke County. At the option of the Unified Government, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the Unified Government, its officials, officers, employees, and volunteers; or (2) the contractor shall procure a bond guaranteeing payment of related suits, losses, and claims, and related investigation, claim administration and defense expenses.
1. Athens-Clarke County Corrections retains the right to review and approve Policies and Procedures of the Contractor in any other area affecting the performance of their responsibilities under law.
 2. Contractor shall seek reimbursement for services performed 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 Athens-Clarke County Corrections shall cooperate with the Contractor in these efforts.

D. DEFINITIONS:

1. ACCDOC: Athens-Clarke County Department of Corrections to include the Correctional Institution and Diversion/Transition Center.
2. ACCGov: Athens-Clarke County Government, formerly Unified Government of Athens-Clarke County.
3. GDC: Georgia Department of Corrections.
4. SOP: Standard Operating Policy.

5. Business Day: Monday through Friday, excluding ACCGov recognized holidays.
6. Close of Business Day: 5:00 PM (1700 hours) on a Monday through Friday, excluding holidays.

E. SERVICE OBJECTIVES:

1. Delivery of high-quality healthcare services that can be audited against American Correctional Association (ACA) healthcare standards.
2. Operate the health services program Mondays through Fridays, excluding county-observed holidays, at a minimum 38 hours per week using only licensed, certified and professionally trained personnel, including 24-hour on-call nurses.
3. Operate the health services program in a cost-effective manner with full reporting and accountability to the Athens-Clarke County Corrections and the Unified Government of Athens-Clarke County (ACCGov).
4. Implement a written healthcare plan with clear objectives, policies, procedures and annual evaluation of compliance including as much in-house medical facilitation as equipped to administer.
5. Maintain an open collaborative relationship with the administration and staff of the ACCDOC and ACCGov, working with the security staff to ensure responsive offender medical attention, relieving the security staff of medical performing functions, i.e. medication dispersion, CPR, etc. during business hours.
6. Maintain standards recommended by the ACA for health services in correctional facilities. Should the contractor choose to become an ACA accredited agency, the contractor will assume responsibility to maintain accreditations at their expense.
7. The contractor's personnel will be required to attend and complete any mandatory ACCDOC or Georgia Department of Corrections (GDC) training unless otherwise indicated by the Warden or their designee.
8. Maintain complete and accurate records of care in compliance with HIPPA regulations and to collect and analyze health statistics on a regular basis. Take all necessary steps to prevent unauthorized use or disclosure of offender protected health information and any other personal identifiable information.
9. Operate the health services program in a humane manner with respect to the offenders' right to basic healthcare services.
10. Provide effective safeguards over the procurement and distribution of DEA Schedule I - II drugs and sharp instruments at all facilities.
11. Exercise strong performance management techniques to assess healthcare quality delivery and contract compliance.

F. SPECIFIC TASKS:

1. Offender health care: The Contractor shall be the sole contractor and/or coordinator of the ACCDOC Health Care Delivery System. The Contractor shall be responsible for all medical care for the offenders assigned to the ACCDOC facilities. ACCDOC will furnish the Contractor with relevant Georgia Department of Corrections' (GDC) Standard Operating Policies (SOP) when applicable and/or requested.
 - a. The responsibility for providing health care commences with the acceptance and arrival of an offender to the custody of the ACCDOC and ends with the release or transfer of the offender from ACCDOC custody.
 - b. Contractor shall identify the need, schedule, coordinate, and pay for all non-emergency and emergency medical care rendered to ACCDOC offenders. Contractor shall administer emergency medical care any location of the ACCDOC facilities and grounds to any employee, county-sentenced offender (Diversion Center), or visitor of the ACCDOC who requires such care.
 - c. Contractor shall identify the need, schedule, coordinate, and pay for any inpatient hospitalization of any offender of ACCDOC, subject to the defined hospitalization limits. 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 services provided.
 - d. Contractor may engage in an agreement with Piedmont-Athens Regional Medical Center provided the agreement does not limit or restrict offenders of ACCDOC to immediate emergency medical care. Should Contractor decide to engage in an agreement, an executed copy of the agreement shall be provided to the ACCDOC within sixty (60) days of execution of said contract.
 - e. Contractor shall identify the need, schedule, coordinate, and pay for all physicians and dental services rendered to offenders inside or outside the grounds of the ACCDOC. At a minimum, Contractor shall identify a responsible physician(s) who shall conduct sick call and generally provide such care as is available in the community. The responsible physician(s) or other covering physician(s) shall be on call seven (7) days per week, twenty-four (24) hours per day for emergency situations.
 - f. Contractor shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside ACCDOC grounds. Contractor shall also provide and pay for all laboratory services, as indicated.
 - g. Contractor 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.
 - h. Contractor shall identify the need, schedule, coordinate and pay for the services of an optometrist(s), as needed and in accordance with GDC SOP 507.04.22: Optical Services. Contractor shall provide any offender with one pair of ordinary glasses if prescribed.

- i. Contractor shall identify the need, schedule, coordinate and pay for the services of a dentist(s), as needed and in accordance with GDC SOP 507.05.03: Guidelines for Dental Treatment.
 - j. Contractor shall provide a total pharmaceutical system for ACCDOC beginning with the physician(s) prescribing of medication, the filling of the prescription, the dispensing and administration of medication, and the necessary record keeping. The Contractor shall be responsible for the costs of all drugs, including psychotropic, prescribed by the contractor's physician(s) and dentist(s).
 - k. The 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 issued by licensed medical staff. In instances when offenders are reasonably and safely allowed to possess prescriptions, medications will be issued in individually sealed blister packs.
 - l. While ACCGov does not require the Contractor to contract with a local pharmacy to provide pharmaceuticals, delivery of prescription and over the counter medications will not exceed 24 hours except in the case of emergencies where delivery shall be immediate.
2. Comprehensive Health Assessment: Contractor shall perform a comprehensive Health Assessment on every offender no later than the close of the business day following the offender's arrival to ACCDOC custody. A penalty of \$100.00 per day per offender will be assessed beginning on the third (3rd) business day of each offender's assignment to ACCDOC and will continue every calendar day until the date the examination has been completed. Such assessment will be performed by a qualified medical professional.
 - a. At a minimum, the comprehensive Health Assessment shall include:
 - i. Standard history and physical;
 - ii. Height, weight, blood pressure, and temperature;
 - iii. Medical file review;
 - iv. Review of allergies, prescriptions, and medical profiles;
 - v. Explanation of health services and procedures for seeking care;
 - vi. Additional lab work as directed by a physician for particular medical or health problems;
 - vii. Any abnormal results of the Health Assessment will be reviewed by a physician for appropriate disposition.
3. Receiving Screening: Contractor shall perform a Receiving Screening on all offenders no later than the close of the business day following the offender's arrival to ACCDOC custody including returning from temporary alternate assignment, hospital stay, or court production orders. A penalty of \$100.00 per day per offender will be assessed beginning on the third (3rd) business day of each offender's assignment to ACCDOC and will continue every calendar day until the date the screening has been completed.
 - a. At a minimum, the Receiving Screening shall include:
 - i. Documentation of current illnesses, communicable and/or infectious diseases, symptoms of TB, other health issues, or special medical or dietary needs;
 - ii. Review of all medical paperwork and prescriptions;
 - iii. Medical file updates;
 - iv. Recommendation(s) for referral(s) for special housing, alternative assignments or transfer from ACCDOC, health care specialists, adjustments to daily activities, or temporary or permanent adjustments to access to programs and privileges.
4. Mental Health Services: Contractor shall not provide mental health services beyond making recommendations to ACCDOC leadership to practice appropriate precautions to seek mental health services, including suicide prevention and crisis response through established GDC facilities.
 - a. Contractor will document medical files of all referrals and recommendations;

- b. Contractor will conduct a Receiving Screening on offenders who return from another facility for mental health services when the offender has been away from ACCDOC custody for more than one day (overnight).
5. Daily Triaging of Complaints: Health trained personnel shall:
 - a. Review health care (“sick call”) requests daily (Monday through Friday excluding county holidays).
 - b. Work with appropriate ACCDOC staff to make offenders accessible for assessments in a timely manner.
 - c. Complete a face-to-face or in-person assessment on all health care requests no later than the close of the next business day. A penalty of \$50.00 per day will be assessed for each offender that has not received a face-to-face evaluation until one has been completed. The penalty will not be assessed if the delay is due to ACCDOC procedures, such as security concerns.
 - d. Respond to requests for prescription refills.
 - e. Complete referrals to appropriate providers.
6. Dental: The Contractor shall make referrals for dental care in accordance with GDC SOP 507.05.03: Guidelines for Dental Treatment and related SOP’s.
7. Standards and Quality Control: The health care delivery system must conform with state standards for medical services provided in correctional institutions as established by the Georgia Department of Corrections.
 - a. Generally, health care at ACCDOC should be equivalent to that available in the community. The offeror shall operate the health care program in a humane manner with respect to the offenders’ rights to health care services, in a cost-effective manner, with full reporting and accountability to ACCDOC and ACCGov.
 - b. The contractor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed, with written reports and statistics made available to ACCDOC administration upon request. All documentation used for the quality control program shall be made available for review by ACCDOC and ACCGov upon request.
 - c. The Contractor 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 Offeror and ACCDOC.
8. Grievances and Litigation: As health care provider, the contractor shall receive and address offender grievances according to GDC grievance procedures. The offeror must have in place a valid procedure for defending litigation brought by offenders related to the provision of health care.
9. Safety & Security: The primary responsibility for offender custody, safety, and security within ACCDOC facilities rests with the ACCDOC staff. The Contractor shall have primary responsibility in all matters pertaining to medical treatment and care of offenders. Everyone who works in an ACCDOC facility has a responsibility for security. The Contractor shall be cognizant and responsible for security of all materials and equipment in Contractor's work area, which in the hands of offenders would be considered contraband and could present a danger to staff, visitors, and/or offenders. The Contractor, in coordination with appropriate ACCDOC Staff, will have joint responsibility for the identification, care and treatment of offenders requiring medical care and who are "security risks" or who present a danger to themselves or others. On these matters of mutual concern, ACCDOC staff shall support, assist and cooperate with Contractor, and Contractor shall support, assist and cooperate with ACCDOC staff concerning decisions in non-medical matters and matters involving safety and security of staff, visitors, and offenders, and facility. All decisions involving the exercise of medical health judgement still are the responsibility of the

Contractor. GDC SOP 205.02: Contact or Business Dealings with Offenders prohibits personal dealings with offenders to include dealings with offenders' family members or other personal contacts. Violation of this policy will result in immediate removal from the grounds and possible criminal prosecution depending upon the severity of the issue.

10. Staffing: It is expected that the contractor will maintain the staffing required to provide the County with an effective offender healthcare delivery system that has sufficient numbers and types of health staff to provide adequate, efficient and basic offender health care needs.
 - a. A penalty of \$100 per day will be assessed on vacant hours that are not filled during every one (1) week pay period. Vacant hours include all call outs, no-shows, leave of absences, vacations and vacant positions.
 - i. Contractor shall not backfill a position with an employee who does not have the same qualifications/licensures of the position noted in the staffing matrices included in the contract.
 - ii. Any mandatory training required by the County will count as a fulfilled hour and not be deemed a vacant hour and shall not apply toward the Full Time Employee (FTE) count.
 - iii. Any hours served in a position by personnel with higher qualifications or licensure than required by such position shall be applied to the required daily hours of such position; by way of example, a Registered Nurse may serve the required daily contracted hours of a Licensed Practical Nurse and shall not be deemed vacant and shall not require a credit.
 - b. ACCGov requires that the current contractor's on-site staff be given the right of first refusal for employment by the successful offeror.
 - c. At minimum, the Health Care Contractor will provide:
 - i. One (1) Licensed Practical Nurse (LPN)/Health Services Coordinator for a minimum 38 hours on-site per week, and on-call as needed. This position will also serve as the Medical Records Keeper.
 - ii. One (1) Registered Nurse (RN)/Health Services Administrator for a minimum of two (2) hours on-site per week, and on-call as needed.
 - iii. One (1) doctor or physician to be on-site at a minimum of once per month or more as determined by the LPN with one-week advance notice to ACCDOC administration.
 - d. Licensed nursing staff will maintain an active license and certification in CPR.
 - e. Contractor shall maintain an open and cooperative relationship with the administration and staff of ACCDOC.
 - f. Contractor shall assist ACCDOC food preparation staff in planning all meals for special needs offenders, including nutritional requirements.
 - g. Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract.
 - h. ACCGov recognizes that turnover often occurs in staff positions. However, the Contractor shall make every effort to maintain minimum staffing requirements and be able to provide, if requested, proof of recruiting efforts to fill staff vacancies.
 - i. Contractor will maintain on hand, copies of licenses of all medical staff members assigned to ACCDOC at the time the staff member is assigned.
 - j. Contractor shall perform all duties, treatment, care and supervision, as employees or subcontractors of the Contractor. All subcontractors must have the same qualifications as the employees of the Contractor.
 - k. No staff of the Contractor who provides services under this contract, nor of any sub-contractor(s), may be employees of ACCGov.

11. Medical Records: Contractor shall maintain complete and accurate records of care and collect and analyze health statistics on a regular basis.
 - a. All records shall become the property of GDC upon future termination of the health services contract with the contractor.
 - b. Contractor must maintain all medical records in compliance with HIPAA Security Rules.
 - c. The vendor awarded the new contract must agree to work with former vendor to transfer custody of all medical records.
 - d. Contractor shall maintain complete and accurate medical records separate from the ACCDOC institutional files. In any criminal or civil litigation where the physical condition of an offender is at issue, or where medical care is at issue, Contractor shall provide the Warden (or designee) with access to such records, and upon request, provide copies.
 - e. Contractor will appear as needed at any trial, hearing, conference, deposition or other legal proceeding regarding offender healthcare; will produce certified copies of offender medical records; and prepare any requested written summary or timeline concerning healthcare rendered to any offender.

12. Consultation: Contractor shall provide a consultation service to ACCDOC on any and all aspects of the health care delivery system at ACCDOC facilities 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 ACCDOC seeks the advice and counsel of the Contractor.

13. Capital Equipment: Contractor shall provide and pay for all non-capital equipment and supplies used in the health care delivery system administered under this contract.

SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

Athens-Clarke County intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Athens-Clarke County reserves the right to conduct discussions if the government later determines them to be necessary.

EVALUATION CRITERIA

Evaluation criteria to be used in determining the selected firm **in order of importance** are:

1. FIRM EXPERIENCE in providing medical services to correctional facilities. (20 points)
2. QUALIFICATIONS of staff assigned to the contracts. (20 points)
3. UNDERSTANDING OF THE REQUIREMENT demonstrating the ability to provide health care services to correctional facilities. (30 points)
4. REFERENCES from correctional facilities of similar size and service requirements, including applicable past work with the Unified Government of Athens-Clarke County. (10 points)
5. CONTRACTOR PRICE completed Prices Proposal Schedule. (20 points)

PROPOSAL EVALUATION AND CONTRACT AWARD

Athens-Clarke County intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Athens-Clarke County reserves the right to conduct discussions if the government later determines them to be necessary.

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

A: PROPOSAL FORM

Proposal of _____

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

_____, *doing business as* _____*.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP # 24013 Health Services for Offenders of Athens Clarke County Corrections** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (120) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP # 24013 Health Services for Offenders of Athens-Clarke County Corrections if awarded.

Authorized Representative/Title
(print or type)

Authorized Representative
(Signature)

Date



Company Name (*printed*): _____

SECTION V – PROPOSAL FORMS

B: ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgement	
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
					<i>Initial</i>

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror’s receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner’s requirements.



SECTION V – PROPOSAL FORMS

C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor’s compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE



SECTION V – PROPOSAL FORMS

C: CONTRACTOR AFFIDAVIT & AGREEMENT 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, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, 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 provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned 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:

_____ Date of Authorization
Federal Work Authorization Company Identification Number

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: The Unified Government of Athens-Clarke County

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

Executed on _____, _____, 202__ in _____.

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 _____, 202_

Notary Public
My Commission Expires: _____

Company Name (*printed*): _____



SECTION V – PROPOSAL FORMS

D: SCHEDULE OF SERVICES OR PRICE/PROPOSAL SCHEDULE

(Must be submitted separately in a sealed envelope)

*See Pricing Worksheet Attached Separately

SECTION VI DOCUMENTS CHECKLIST:

PROPOSAL DOCUMENTS CHECKLIST:

- 1. Cover Letter
- 2. Table of Contents
- 3. Business Information
- 4. Qualifications and Experience
- 5. References
- 6. Financial Information and Documentation
- 7. Contractor Provider Equipment
- 8. Other Relevant Information

MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Schedule of Services and Price Proposal **(Must be submitted separately in a sealed envelope)**

ATTACHMENT A

What Your Business Needs to Know about Georgia's E-Verify Requirements

(Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#)) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.