



COUNTY OF GEORGETOWN

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR PROPOSAL (RFP)

BID NUMBER: 16-062

ISSUE DATE: Friday, July 15, 2016

OPENING DATE: Wednesday, August 10, 2016

OPENING TIME: 3:30 PM (Eastern NIST)

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection: VOLUNTARY, by prior appointment only.

PROCUREMENT FOR: Health/Medical Care Services for the Georgetown County Detention Center

Commodity Code(s): 94855, 98037

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Nancy Silver

Phone (843)545-3076

Fax: (843)545-3500

E-mail: nsilver@gtcounty.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: RFP #16-062, Health/Medical Care Services for the Georgetown County Detention Center

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcounty.org select Quick Links, "Bid Opportunities" and "Current Bids."

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Senior Buyer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #16-062

| Item | Date | Time | Location* |
|---|---------------------------------------|-------------|-------------------|
| Advertised Date of Issue: | Friday, July 15, 2016 | n/a | n/a |
| Pre-Bid Site Inspection: | Voluntary, by prior appt. only | n/a | GC Detention Ctr. |
| Inquiry Cut-Off Time: | Wednesday, August 3, 2016 | 3:00PM ET | Suite 239 |
| Bids Must be Received on/or Before: | Wednesday, August 10, 2016 | 3:30PM ET | Suite 239 |
| Public Bid Opening & Tabulation: | Wednesday, August 10, 2016 | 3:30PM ET | Suite 239 |

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

RFP #16-062

**Health/Medical Care Services for the Georgetown County Detention Center
SCOPE OF SERVICES**

I. INTRODUCTION

Georgetown County is seeking sealed proposals for the provision of inmate health care services to include medical, dental, mental health, health care personnel, and program support services for a population of approximately 190 inmates, for an initial term of one (1) year. The County may extend the contract on a year-to-year basis for four (4) additional one year periods if it appears to be in the best interest of the County. Services will be performed for the Georgetown County Detention Center located at 2394 Browns Ferry Rd., Georgetown, South Carolina.

The County operates one facility at the following location.

| | |
|-----------------------------------|---|
| Facility Name: | Georgetown County Detention Center |
| Street Address: | 2394 Browns Ferry Road |
| Telephone Number: | (843) 545-3400 |
| Contact Person: | Chief Michael A. Schwartz, Detention Center Administrator |
| Rated Capacity: | 192 Males, 20 Females |
| Current Average Daily Population: | 190 |

Voluntary Site visit shall be by **PRIOR APPOINTMENT ONLY**. All offerors are encouraged to make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of obligation to carry out the scope of work required. Site visits may be arranged by contacting Ms. Myra McGirt at (843) 545-3422, who will coordinate with Major Sharon Morton. At no time will a site visit occur without prior arrangements (i.e. walk-ins). Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

II. OBJECTIVES OF THE RFP

The objectives of this RFP are as follows:

- 1.0 To collect information necessary for the evaluation of competitive proposals submitted by qualified offerors.
- 2.0 To provide for a fair and objective evaluation of proposals.

- 3.0 To result in a contract between the successful offeror and the County that will meet the following objectives:
- 3.1 To deliver high quality health care services that can be audited against established standards.
 - 3.2 To operate the health services program at full staffing and to use only South Carolina licensed, certified, and professionally trained personnel.
 - 3.3 To operate the health services program in a cost-effective manner with full reporting and accountability to the Detention Center Administrator.
 - 3.4 To implement an annual written health care plan with clear objectives, site-specific policies, procedures and annual evaluation of compliance.
 - 3.5 To maintain an open collaborative relationship with the administration and staff of the Georgetown County Detention Center, hereinafter referred as the Detention Center.
 - 3.6 To maintain standards established by the South Carolina Department of Corrections, the American Correctional Association and NCCHC for health services in jails.
 - 3.7 To offer a comprehensive program for continuing health care staff education.
 - 3.8 To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
 - 3.9 To operate the health services program in a humane manner with respect to the inmates' right to basic health care services.

III. QUALIFICATION OF THE OFFEROR

- 1.0 To be considered for award of this contract, the offeror must meet the following minimum qualifications:
- 1.1 The offeror must be organized for the purpose of providing correctional health care services, and preference will be given three (3) years previous experience with proven effectiveness in administering health care programs at correctional facilities.
 - 1.2 The offeror must carry "occurrence" professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of insurance clearly stating "occurrence" coverage must be included with the proposal. Should an offeror carry "claims made" insurance, the offeror must purchase a "tail" to cover through the statute of limitations.
 - 1.3 The offeror must have demonstrated experience in attaining NCCHC accreditation in correctional facilities currently under contract with the offeror.
 - 1.4 The offeror must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.

- 1.5 The offeror must have a proven ability for contract start-up.
- 1.6 The offeror must have demonstrated recruiting capabilities including professional recruiting personnel and recruiting systems.
- 1.7 The offeror must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- 1.8 The offeror must provide a bid bond, or certified check payable to Georgetown County, SC for an amount equal to 5% of the first year program costs included in their bid submittal.
- 1.9 The successful offeror must provide a performance bond payable to Georgetown County the amount of no less than 20% of the first year program costs.

IV. SELECTION CRITERIA

Each proposal will be evaluated in five categories: price, corporate stability, experience, references and quality of the response. Each category is assigned a maximum point value and each is given a minimum value. If the minimum value is not met on any one category, the offeror will be disqualified. The categories will be evaluated as follows:

1.0 POINT ASSIGNMENT

25 PTS. Price. All responses will be rated from the common reference point of a single dollar figure for delivery of a total health care program for one (1) year and will be worth a maximum of 25 points.

15 PTS. Corporate Stability Each offeror will be evaluated in the following areas:

- 1. Financial stability as determined by review of audited financial reports. Current audited financial reports for the previous fiscal year regarding the provider must be submitted with the proposal.
- 2. Ability to perform and manage the proposed program.
- 3. Maximum number of points will be 15.

25 PTS. Experience Each offeror will be evaluated in two areas:

- 1. Experience in correctional health care. Maximum points are 10. Minimum required is a score of 4.
- 2. Experience in providing correctional health care programs in facilities with inmate populations over 175. Maximum points are 15.

20 PTS. References will be contacted and rated based upon their satisfaction of services provided. Maximum points are 20.

15 PTS. Quality of Response Each response will be evaluated to determine:

1. Offeror's understanding of the project.
2. If all items are discussed clearly and succinctly. Maximum points are 15.

TOTAL: 100 Points

V. METHOD OF AWARD

- 1.0 An award resulting from this request must be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's proposal has satisfactorily met the requirements of this RFP.
- 2.0 The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but to the offeror that demonstrates the best ability to fulfill the requirements of this RFP. The successful offeror will be chosen based on the qualifications and selection criteria discussed in Sections III and IV of this proposal.
- 3.0 The successful offeror must commence work only after the transmittal of a fully executed contract and after receiving notice to proceed from the Georgetown County Purchasing Department. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
- 4.0 The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the offeror.
- 5.0 Offerors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and the selection of the successful offeror, all offerors will be notified in writing of the selected firm.

VI. SUBMISSION REQUIREMENTS

- 1.0 The RFP response must be complete, clear and concise, and **not exceed twenty (20) 8½"x11" pages, printed on two side (front and back) or forty (40) single sided pages with a font size no smaller than 10.** The maximum does not include the following mandatory submittal forms:
 - Resident Certification for Local Preference
 - Mandatory Bid Submittal Form
 - Substitute for Form W-9
 - Mandatory Exceptions Page

Offerors must submit the following information in the order listed below:

1.1. Letter of Transmittal

This letter is to be a brief letter no more than three pages, which provides the following information:

1.1.1 Name and address of the offeror;

- 1.2 Name, title and telephone number of the contact person for the offeror;
- 1.3 A statement that the proposal is in response to this RFP; and
- 1.4 The signature, typed name and title of the individual who is authorized to commit the offeror to the proposal.

2.0 Technical Proposal

This portion of the proposal must address each item listed below:

1.1 Introduction

1.1.1 Company Profile

- A. Date organized to provide health care services in correctional facilities
- B. Corporate experience in providing correctional health care
 - number of employees
 - annualized dollars of payroll
 - number of years doing business
- C. Describe current contracts
 - client
 - date of original contract
 - type/size
- D. Facilities currently accredited
 - name of facility
 - accrediting agency

1.1.2 Company achievements in providing correctional health care services.

1.1.3 Corporate office organizational structure.

1.1.4 References: Minimum of three (3) each to include entity name; contact and title; street, city, state, zip; primary telephone; primary fax; e-mail address; brief explanation of relationship. References should be of similar size and scope.

1.2 On-Site and Off-Site Services Briefly state how on-site and off-site health care services will be provided. The offeror must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the offeror plans to approach the task. A restatement of tasks taken from the "Scope of Work" section of this RFP will not be considered responsive.

1.3 Personnel Services In this section the offeror should discuss the following topics:

- 1.3.1 Recruitment practices
- 1.3.2 Equal employment opportunities
- 1.3.3 Licensure/certification requirements
- 1.3.4 Staff training and personnel development
- 1.3.5 Orientation of new personnel
- 1.3.6 Employee assistance program
- 1.3.7 Continuing education
- 1.3.8 In-service training
- 1.3.9 Performance review

1.4 Program Support Services In addition to providing on-site services, off-site services and personnel services, the offeror will also be expected to provide professional management services to support the medical program at the Detention Center. These additional program support services are as follows:

1.4.1 Medical Audit Committee - The proposal must indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee must be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program at the Detention Center. The objectives of the committee is to assure that quality health care services are available to all inmates. The offeror must identify the membership of the committee and how often the committee will meet.

1.4.2 Quality Assurance Program - Specify guidelines for a Quality Assurance Program (QAP). The medical director will establish a program for assuring that quality health care services are provided to inmates. The QAP will evaluate the health care provided to inmates both on-site in Georgetown and at off-site facilities for quality, appropriateness and continuity of care.

1.4.3 Cost Containment Program - Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section must be the mechanism by which the offeror plans to control health care costs, areas which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

1.4.4 Management Information System - Indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services. Offerors must provide a copy of the format to be utilized for reporting the data.

1.4.5 Bid Security

- A. Each bid must be accompanied by a Bid Bond, or by a certified check payable to Georgetown County, SC, for an amount equal to five percent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Certified checks will be returned to unsuccessful vendors after award of Bid.

B. The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of twenty percent (20%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract. Pricing for such Performance Bond should be indicated separately on the Vendor Bid Submission Form.

1.4.6 Insurance - The offeror must include in his proposal certificates of insurance indicating that the below listed insurance requirements are in force:

A. Worker's Compensation: statutory benefits; employer's liability, \$300,000 one accident and aggregate disease.

B. Professional Liability - "occurrence" type medical malpractice covering all medical professional staff; \$1,000,000 limit per occurrence and \$3,000,000 in aggregate annually.

C. In addition, the contractor must also warrant that it and all its employees will have professional liability insurance with limits of one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate annually.

1.4.7 Complaint Procedure - Specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system and in accordance with State of Carolina Department of Corrections and the Georgetown County Detention Center's regulations.

1.4.8 Policies and Procedures - The proposal must indicate the method the offeror will follow in establishing and revising health care policies and procedures.

1.4.9 Accreditation - The proposal must address the offeror's plan to achieve/maintain ACA and NCCHC accreditation for the health care delivery system at Georgetown County Detention Center.

1.4.10 Strategic Planning and Consultation - The offeror must indicate its capability for strategic operational planning and medical and administrative consultation.

3.0 Price Proposal

This portion of the proposal should include the actual program cost for the first year of the contract, and a per diem rate for population fluctuations. Price proposals should be based on an inmate population of 190 inmates per day.

VII. SCOPE OF WORK

1.0 Successful offeror will be expected to provide the following services as part of the health services program. South Carolina State Minimum Standards (SCMS) must be met, NCCHC must be attained/maintained, and ACA Medical Standards followed:

1.1 Receiving Screening

A receiving screening exam must be performed on all inmates upon their arrival at the Detention Center. The exam must be performed by qualified health care personnel. (See SCMS 2050 Medical Services, 2053 Screening)

1.2 Health Appraisal

A health appraisal examination must be completed by a qualified health care professional for each inmate within 14 days after arrival at the Detention Center. (See SCMS 2050 Medical Services, 2056 Health Appraisal)

1.3 Daily Triaging of Complaints

Health complaints from inmates must be processed at least daily as follows:

1.3.1 Contractor's trained personnel must solicit and act upon all complaints with referrals to qualified health care personnel as required.

1.3.2 The responsible physician must determine the appropriate triage mechanism to be utilized for specific categories of complaints.

1.4 Sick Call

Sick call must be held on Monday through Friday (excluding holidays). If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement.

1.5 On-Site

1.5.1 A physician on call 24 hours per day; with admitting privileges at Georgetown Memorial Hospital. Physician visits on site to be a minimum of 2 times per week;

1.5.2 Supervision on-site by an offeror's LPN on a daily basis;

1.5.3 An offeror's nurse on duty at the site 16 hours per weekday and 12 hours per weekend days;

1.5.4 An offeror's medical clerk on site 20 hours per week;

1.5.5 A manual of nursing care procedures; and

1.5.6 A separate, individual and complete medical record for each inmate in the Detention Center.

1.6 Hospital Care

When hospitalization of an inmate is required, offerors must be responsible for the arrangement of hospital care. The offeror must define hospital caps/limits of coverage to be provided. The offeror will not be responsible for costs associated for the treatment of pre-

booking injuries. Costs associated with the treatment and care of HIV infected inmates must be the responsibility of the contractor, and may be provided as an alternate. The offeror will maintain a written contract or Memorandum of Agreement (MOA) with the local hospital covering continuity of care for inmates, transfer of inmates to hospital, transfer of medical information/records, negotiated pricing, etc.

1.7 Limitations on Costs – Cost Pool

The Contractor must at its own cost arrange for medical, dental and mental health services for any inmate who, in the opinion of the Medical Director (the licensed Contractor physician) requires such care. The Contractor's maximum liability for costs associated with all prescription pharmaceuticals and on-site x-ray procedures for pre-indicted inmates, all off-site x-ray procedures all medical, dental and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$35,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of the agreement. Costs of medications related to treatment of HIV/AIDS, hepatitis, cancer, renal failure, muscular dystrophy, multiple sclerosis, and tissue/organ rejection must also be limited by the annual cost pool. If the costs of all care exceed the amount of \$35,000.00 in any year, then the Contractor will either pay for the additional services and submit invoices supporting the payments to the County with an invoice for one hundred percent (100%) of the costs in excess of \$35,000.00 or will refer all additional qualifying invoices to the County for payment directly to the provider of care. Invoices will be paid according to terms agreed as per signed agreement.

Offeror must bid according to RFP specifications as listed. However, if offeror proposes better cap limitations than above stated, offeror shall list this on the exceptions page.

1.8 Specialty Services

As with hospital care, inmates will periodically require the services of a medical specialist. Offerors must be responsible for the arrangement and payment of all specialty care. Offerors may propose alternative limits of coverage for this area, and will maintain a written contract or MOA with local specialty services.

1.9 Emergency Services

Offerors must make provisions for 24 hour emergency medical and dental care including, but not limited to, 24 hour medical on-call services and ambulance services when necessary.

1.10 Ancillary Services

Offerors must be responsible for the provision of all laboratory, x-ray, and other ancillary services as required and indicated.

1.11 Dental Care

The following dental services must be provided to the Detention Center inmates. Inmates are taken offsite for dental work.

1.11.1 Dental screening within 14 days of admission;

- 1.11.2 Dental hygiene service within 14 days of admission;
- 1.11.3 Dental examinations within three months of admissions; and
- 1.11.4 Dental treatment, not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.
- 1.11.5 Referral to specialist, as needed, with problems which may extend beyond the scope of services provided.

1.12 Mental Health

Mental Health Services are to be managed by a licensed psychiatrist and/or psychologist. These services shall include but are not limited to the following: evaluate mental health issues, provide counseling, evaluate possible suicidal inmates, regulate and monitor medication needs and care, and provide training to officers and staff regarding mental health signs and symptoms. The mental health component will include video conferencing with a psychologist and/or psychiatrist to evaluate mental health issues, provide counseling and evaluate possible suicidal inmates.

1.13 Medical Records

All inmates must have a medical record which is kept up to date at all times, and which complies with problem oriented medical record format and standards. The record must accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of the medical record must be followed.

1.14 Pharmaceuticals and Medical Supplies

All prescription and non-prescription medication, including psychotropic medication; medical supplies; medical records; supplies, including all office supplies, offeror's forms, and long distance telephone usage; books; periodicals; dentures; and prosthetic devices will be the responsibility of the contractor. Offeror is responsible for S.C. Board of Pharmacy requirements (Appendix A) and all appropriate license(s) to legally operate/dispense controlled substances, i.e., Drug Enforcement Agency (DEA) Controlled Substance License, S.C. DHEC Controlled Substance License, and any other license as appropriate. All medications must be ordered by the responsible physician and records of administration must be maintained.

1.15 Special Medical Program

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan must be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

1.16 Health Education

As part of primary health care, health education services will be an important and required component of the total health care delivery system. Health education includes patient education, in-service education and first aid and CPR training for the health care staff.

1.17 Administration

Offerors must provide for the clinical and managerial administration of the health care program, in conjunction with Georgetown County Detention Center Staff.

1.18 Support Services

Offerors must demonstrate their ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality assurance, and cost containment, as described in Section VI, 2.0, point 4 of this RFP.

1.19 Preexisting Conditions

Preexisting medical conditions that are elective in nature will only be continued if the inmate can demonstrate that he has sufficient funding to pay for such treatment. Preexisting conditions that are determined to be life-threatening or potentially the cause of significant discomfort/pain will be treated without regard to the inmate's ability to pay.

1.20 Second Opinion

If an inmate disagrees with the course of treatment prescribed by the contractor's staff, he or she may obtain a second opinion, provided the inmate has sufficient funds to pay for it.

VIII. STAFFING REQUIREMENTS

Adequate health care personnel required to provide those services listed in this RFP must be provided by the successful offeror. This is to include staffing of physicians, dentists, psychiatrists, psychologists, registered nurse administrator, clerical staff, the administrative and other personnel required to comply with the purpose and intent of this RFP. The successful offeror must accommodate the employment of the existing nurse administrator, LPN Staff and the part-time clerical staff person presently employed by the contract provider.

IX. GENERAL SPECIFICATIONS

1.0 Standards

1.1 All medical services must be provided in accordance with SCMS, ACA and NCCHC standards.

1.2 Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to the County upon request.

2.0 Personnel

- 2.1 Each candidate will be interviewed by the contractor with special focus on technical expertise, emotional stability, and motivation. The final selection must be subject to approval by Detention Center Administration. This approval must not be unreasonably withheld.
- 2.2 Contractor must engage only licensed and qualified personnel to provide professional coverage, and maintain a copy of each license or certificate on-site.
- 2.3 An on-site visit to Detention Center must be made by all screened candidates prior to formal decision of employment.
- 2.4 Initial and continued employment of staff must be subject to approval of Detention Center Administration. This applies to compliance with Detention Center security regulations.
- 2.5 All personnel provided must meet the minimum requirements established by the Georgetown County Employee Services Department for comparable positions.
- 2.6 All personnel must be required to pass a background investigation conducted by Detention Center as a requisite for initial and/or continued employment. The cost of this investigation will not be the responsibility of the offeror.
- 2.7 All personnel must comply with current and future state, federal, and local laws regulations, court orders, Administrative Regulations, Administrative Directives, and policies and procedures of Detention Center.

3.0 Administrative

- 3.1 Contractor's staff must design and implement policies, procedures and protocol for the health care unit and medical staff.
- 3.2 Contractor must be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Detention Director or his designee.
- 3.3 Contractor's staff must represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
- 3.4 Contractor's staff must properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules, as requested by the County.
- 3.5 Contractor must ensure that the health care status of committed persons admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
- 3.6 Contractor must ensure that its staff documents all health care contacts in the committed person's health care record in the proper medical record format.
- 3.7 No care shall be scheduled or arranged to be provided outside of the State of South Carolina.

4.0 Schedules

- 4.1 All contractual employees must be required to comply with sign-in/sign-out procedures agreed to by Detention Center and the contractor.
- 4.2 The Detention Center is contracting for staff and services to be provided by the Contractor, unless otherwise indicated. Should the level of services to inmates required by the contract decline due to a position vacancy, the contractor will be responsible for replacement personnel. All replacements must be subject to Detention Center Administration approval.

5.0 Security

Contractor personnel must be subject to all the security regulations and procedures of Detention Center.

6.0 Referrals

- 6.1 Contractor must make referral arrangements with medical specialists, subject to the approval of Detention Center, for treatment of those committed persons with problems which may extend beyond the scope of services provided on-site. The Contractor must define what portion of these expenses will be paid by the contractor.
- 6.2 The cost of all committed persons' hospitalization outside of the facility will be the responsibility of the Contractor in compliance with the limits of catastrophic coverage identified by the contractor.

7.0 Quality Assurance/Action Program

- 7.1 Contractor must provide in-service medical education programs for Detention Center and Contractor's personnel.
- 7.2 Contractor must maintain personnel files in the health care unit on contractual personnel which will be made available to Detention Center Administration upon request.
- 7.3 Contractor must institute a quality assurance program, which may include but may not be limited to audit and medical chart review procedures.
- 7.4 Weekly meetings, or as otherwise mutually agreed upon, shall be held between Detention Center officials, facility staff, and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by Detention Center Administration, the Contractor will provide appropriate personnel to participate in Department meetings.

8.0 In-Service Training

Contractor must provide appropriate in service educational programs. All full time health care staff, except for dentist and physicians, will receive in-service training. Selected topics which require staff training will be identified by the provider on an on-going basis through the Quality Assurance Program. Contractor must provide appropriate in-service educational training to security staff.

9.0 Orientation of New Employees

9.1 Contractor must be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on-site at Detention Center. Orientation regarding other facility operations will be the responsibility of Detention Center.

9.2 Contractor must distribute a written job description to each member of the health care staff which clearly delineates his/her assigned responsibilities. Contractor must monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

10.0 Adjustments to Price

Should the County and the Contractor mutually agree to a change in the scope of the program during the contract term, the Contractor will be allowed to enter into negotiations with Georgetown County for an adjustment to the contract price.

11.0 Modification and Amendments to the Contract

Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of the Contractor and the County.

12.0 Security of Inmates Files

Inmate files are of a confidential nature. The Contractor's employees must be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the State Of South Carolina. The Contractor must honor all policies and procedures for safeguarding the confidentiality of such data.

13.0 Assignment

The Contractor must give full attention to the faithful execution of the contract, must keep the contract under his control, and must not by power of attorney or otherwise assign the contract to any other party.

14.0 Abandonment or Delay

If the work to be done under this contract must be abandoned or delayed by the Contractor, or if at any time the County must be of the opinion and must so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.

15.0 Contractor's Cooperation

The Contractor must maintain regular communications with the Detention Center Administration and must actively cooperate in all matters pertaining to this contract.

16.0 Responsibility

The Contractor must at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

17.0 Public Information

Neither the Contractor nor Detention Center must publish any findings based on data obtained from the operation of this contract without the prior written consent of the other party, whose written consent must not be unreasonably withheld.

18.0 Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, must be conducted without the prior written consent of the Detention Center Administration. The conditions under which the research must be conducted must be agreed upon by the Contractor and the Detention Center and must be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project must be obtained prior to the inmate's participation as a subject.

19.0 Liability

The Contractor must not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the Contractor that made performance impossible or illegal.

20.0 Requirements Contract

During the term of the contract, the Contractor will furnish all of the services specified in this RFP. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor in providing contractor's services.

21.0 Indemnification

Contractor must indemnify, defend and hold the County harmless from and against any claims against the County based on Contractor's performance of its obligations hereunder; provided, however, that contractor will not be responsible for any claim arising out of: (i) the County or its employees or agents preventing an inmate from receiving medical care ordered by Contractor or its agent or (ii) failure by the County, its employees or agents to exercise good judgment in promptly presenting an ill or injured inmate to Contractor for treatment.

22.0 Notices

All notices and requests by the County or the Contractor must be in writing and must be delivered by certified mail, return receipt requested, to the correct address for the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

23.0 Termination of Contract

23.1 Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.

- 23.1.1 Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.
- 23.1.2 Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor must be excluded from the foregoing provisions; termination costs, if any, must not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid must apply.
- 21.1.3 The County must be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- 23.2 Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County must have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Unless otherwise agreed to by the County and the Contractor, the contract must become null and void on the last day of the fiscal year for which appropriations were received.

X. REIMBURSEMENT CRITERIA

- 1.0 Monthly payments to the Contractor will be based on 1/12 of the annual contract cost.

XI. ADDITIONAL INFORMATION

- 1.0 Emergent ambulance service is provided at no charge by the Georgetown County EMS.
- 2.0 Average stay for inmates was 120 days in 2015.
- 3.0 Bookings for 2015 were approximately 3,060.
- 4.0 Average Daily Population for 2015 was 192.

XII. MINIMUM SOUTH CAROLINA STATE STANDARDS

1090 SEPARATION

- 1091 COMMUNICABLE DISEASES.** Each facility must have written policies and procedures providing for the separation of all inmates with communicable diseases.

Discussion: To determine if such separation must be made, in absence of medically trained personnel at the time of admission, an inquiry must be made of the person to establish whether he/she has or has had tuberculosis or whether he/she presently has hepatitis, a sexually transmitted disease or other special medical problems. (See SCMS Medical Standards 2050-2056)

1092 *MENTALLY DISORDERED PERSONS.* Each facility must have written policies and procedures providing for the appropriate housing of all mentally disordered inmates as determined by the classification plan.

1093 *ADMINISTRATIVE SEPARATION.* Each facility must develop and implement written policies and procedures for the administrative separation of inmates who are determined to be prone to escape or to assault staff and other inmates, or whose presence in the general population poses a serious threat to the orderly operation or security of the facility. Such policies and procedures must include:

- (a) Documentation of reasons for placement and retention in administrative separation;
- (b) Self placement (protective custody): inmate signs agreement requesting to be placed in, or removed from, protective custody;
- (c) Periodic review (at least monthly) of each inmate in administrative separation.

Administrative separation must consist of separate and secure housing but must not involve any other deprivation of privileges except as necessary to obtain the objective of protecting the inmates and staff.

2050 MEDICAL SERVICES

2051 *RESPONSIBLE PHYSICIAN.* Each facility must have a written agreement or arrangement with a licensed or certified physician or medical authority for the review and approval of the facility's medical services.

Discussion: The medical authority may be the county or public health department, a physician group, a hospital, a clinic, or the county medical society.

2052 *MEDICAL PROCEDURES.* Each facility must develop and implement written standard operating procedures, which are approved by the responsible physician or medical authority, for the following:

- (a) Receiving screening (See 2053)
- (b) Health appraisal data collection (See 2056)
- (c) Non-emergency medical services
- (d) Emergency medical and dental services
- (e) Deciding the emergency nature of illness or injury
- (f) Dental screening, hygiene, examination and treatment
- (g) Provision of medical and dental prostheses
- (h) First aid
- (i) Chronic care
- (j) Convalescent care
- (k) Medical preventive maintenance
- (l) Delousing
- (m) Detoxification
- (n) Pharmaceuticals

- (o) Screening, referral and care of mentally ill and retarded inmates
- (p) Notification of next of kin or legal guardian in case of serious illness, injury, attempted suicide or death
- (q) Prohibition against conducting medical or pharmaceutical testing for experimental or research purposes
- (r) Suicide prevention.
- (s) Prompt notification of parents or guardian and DJJ when a juvenile requires medical treatment of a non-routine nature

2053 *SCREENING.* Each facility must perform screening of all inmates immediately upon admission to the facility, with the findings recorded on a form approved by the responsible physician or medical authority. In every case, such screening must occur before the inmate is placed in the general population or housing area and must include inquiry into:

- (a) Current illnesses/pre-existing conditions and health problems
- (b) Medications taken and special health requirements
- (c) Screening of other health problems designated by the responsible physician
- (d) Behavioral observation, including state of consciousness and mental status
- (e) Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, and other physical characteristics of medical interest
- (f) Overall condition of skin and body, including rashes and infestations
- (g) Disposition/referral of inmates to qualified medical personnel on an emergency basis
- (h) Likelihood of suicide attempt by inmate

2054 *EMERGENCIES.* Each facility must provide twenty-four (24) hour emergency medical and dental care availability, as outlined in a written plan which includes arrangements for:

- (a) Emergency evacuation of inmates from the facility
- (b) Use of an emergency medical vehicle
- (c) Use of one (1) or more designated hospital emergency rooms or other appropriate health facilities
- (d) Emergency on-call physician and dentist services when the emergency health facility is not located in a nearby community
- (e) An inmate has the right to refuse routine medical, dental, psychological, or psychiatric treatment.

- J (f) A juvenile detainee has the right to refuse routine medical, dental, psychological or psychiatric treatment. However, if a juvenile or his/her parents refuse treatment deemed necessary, those special needs must be presented to the court for resolution.

2055 *SICK CALL.* The facility must have written policies which ensure adequate medical attention for those inmates requesting it.

Discussion: Sick call is the procedure through which each sick inmate reports his/her illness and receives non-emergency medical services by a physician or a medically trained person working under the physician's standing orders.

2056 *HEALTH APPRAISAL.* The health appraisal data collection must be completed within fourteen (14) days after admission and must include:

- (a) Review of earlier receiving screening
- (b) Completion of medical, dental and psychiatric history
- (c) Taking of height, weight, pulse, blood pressure and temperature
- (d) Other examinations deemed appropriate by the responsible physician or his/her designee
- (e) Screening for communicable disease and, if medically indicated, testing for communicable disease.

2057 *Pharmacy Standards.* All medications at each facility must be safely and properly accounted for and managed. (See Appendix A)

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APPENDIX A
BOARD OF PHARMACY REQUIREMENTS
Policy and Procedure #141

A correctional facility does not require a SC Board of Pharmacy permit if they operate under the following standards:

1. They do not store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications.
2. All medications on-site are labeled inmate-specific and are administered;
 - a. by the inmate himself,
 - b. by a medically licensed professional (i.e. RN, LPN, etc.),
 - c. by a facility officer/staff caregiver.

A correctional facility will be required to obtain an SC Board of Pharmacy permit if they store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications. This permit would be a Non-Dispensing Drug Outlet Permit.

Requirements for obtaining a SC Board of Pharmacy permit for these facilities are as follows:

- 40-43-86(A)(1) Must have sufficient space for safe & proper storage.
- 40-43-86(A)(10) Storage areas must have adequate temperatures.
- 40-43-86(A)(13) Medication storage area must have physical or electronic barrier.
- 40-43-86(A)(16)(a) Medication storage area must be in a dry, well-ventilated, adequate lighting.
- 40-43-86(A)(16)(b) Medication storage area must be free from dust, insects, rodents, and contamination.
- 40-43-86(A)(16)(c) Outdated, damaged, unlabeled drugs must be removed from active stock.
- 40-43-86(A)(16)(d) Refrigerator Temperature must be between 36-46 degrees F.
- 40-43-86(C)(1)(a) Consultant RPh must establish P&P's for procurement, storage, compounding, and distribution of drugs.
- 40-43-86(C)(1)(b) Consultant RPh must establish record-keeping system for purchase, possession, storage, safe-keeping of drugs.
- 40-43-86(C)(1)(c) Consultant RPh must facilitate recalls and removal of outdated and adulterated drugs.
- 40-43-86(C)(1)(d) Consultant RPh must supervise all employees related to procurement, compounding, distribution, and storage of drugs.
- 40-43-86(C)(1)(e) Consultant RPh must act as information source for facility staff.
- 40-43-86(C)(1)(f) Consultant RPh must perform written monthly inspections.

All medications administered must be checked and prepared by a SC-licensed healthcare professional prior to administration to the patient. All legend drugs obtained by a correctional facility must be obtained from a facility permitted by the SC Board of Pharmacy. Must have policy in place for identification of drugs brought into facility by inmates.

Those facilities that maintain stock bottles of legend drugs to dispense to inmates must obtain a pharmacy permit and meet the statutory requirements of the SC Pharmacy Practice Act Section 40-43-86. This permit would be a Dispensing Pharmacy Permit.

Those facilities that do not have SC-licensed healthcare professional to administer medications to inmates must have their non-medically trained personnel complete a Board of Pharmacy-approved training course in drug administration and accountability and must be renewed biennially. These facilities may not floor-stock

any legend medications. They must also have a Policy & Procedure in place for identification of drugs brought in by inmates.

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Instructions for Providers
Bid #16-062
Health/Medical Care Services for the Georgetown County Detention Center

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, must be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Senior Buyer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Health/Medical Care Services for the Georgetown County Detention Center** must be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

3. **IMPORTANT OFFEROR NOTES:**

- a) **Bid Number & Title must be shown on the OUTSIDE of the delivery package.**
- b) **Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.**
- c) **UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.**

4. **Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and

time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

7. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers must indicate if a local dealer/representative will be involved.

8. Definitions:

- a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
- b) The term "Health/Medical Care Services for the Georgetown County Detention Center" or "Service" refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "must" or "shall" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

9. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror must not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

10. **Faxed or E-mailed bids will not be accepted by Georgetown County.**

11. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

12. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
13. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
14. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
15. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
16. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
17. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
18. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
19. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of

this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

20. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
21. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
22. All Construction Contracts Over \$2,000:
 - a) **Davis-Bacon Requirements.** These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>
 - b) **Contract Work Hours and Safety Standard Act Requirements.** The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) **Copeland “Anti-Kickback” Act Requirements.** All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
23. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this

information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

24. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

25. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

26. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

27. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Purchasing” and “Current Bids”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

28. This Invitation for Bid covers the estimated requirements to provide Health/Medical Care Services for the Georgetown County Detention Center for the Georgetown County Sheriff’s Office Detention Center. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

29. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4)

additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

30. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

31. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

32. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

33. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

34. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

35. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

36. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

37. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

38. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate increased from 6% to 7% which includes a VAT for Georgetown County.

39. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

40. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

41. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

42. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

43. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

44. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

45. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

46. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.

- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

47. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

48. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

49. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

50. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

51. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

52. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

53. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

54. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

55. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

56. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

57. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities", under the *Quick Links* section, then "Bids Under Review" and double click the link under the individual bid listing.

58. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

59. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

60. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

61. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

62. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section

if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.

2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

63. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Bid Bond 5%
- Resident Certification for Local Preference

- Substitute for Form W-9
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

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RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2010-45 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor must be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is the lesser of \$10,000 or within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference must apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder must have that right and so on. The right to exercise the right to match the bid must be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same must be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement must be on a form provided by the County purchasing department and must be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid must constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county must include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference must be given to a local business where all other relevant factors are equal.

6. Local preference must not apply to the following categories of contracts:
 - (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
 - (b) Contracts for professional services except as provided for in section five (§5) above;
 - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
 - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is _____ [City and State].

(X) _____

Signature of Company Officer



**SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____
(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS: (_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)
(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____

BUSINESS DESIGNATION

- Individual, Sole Proprietor, or Single-Member LLC
 - S-Corporation
 - Trust/Estate
 - Non-Profit Organization/501(a)
 - Limited Liability Company: C = Corporation S = S Corporation P = Partnership
 - C-Corporation
 - Partnership
 - Governmental Entity
 - Other: _____
- (Must Circle the appropriate Tax Classification)*

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

- MEDICAL SERVICES PROVIDER
- ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person; and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date _____



MANDATORY BID SUBMITTAL FORM

Bid #16-062

Health/Medical Care Services for the Georgetown County Detention Center

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____

2. **Base Proposal for all Medical/Health Care Services** (as specified within RFP):

(A) **5% Bid Bond Attached** (Mandatory): **Yes** **No**

(B) **Annual Contract Cost:** \$ _____

(C) **Per Diem Rate:** \$ _____

(for inmate counts over the 190 monthly population average):

3. Bid cost must remain valid ninety (90) days from bid opening date.

4. Number of days for activation after receipt of contract: _____

5. Contact Address: _____

6. Contact Person _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounting Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. Customer References: Submit no less than three (3) firms at which the bidder provides services similar in scope and nature to the Work required by this RFP:

| | |
|------------------------------------|--|
| Entity Name: | |
| Contact: | |
| Title: | |
| Street: | |
| City, State & Zip: | |
| Primary Telephone: | |
| Primary FAX: | |
| E-Mail Address: | |
| Brief Explanation of Relationship: | |

| | |
|------------------------------------|--|
| Entity Name: | |
| Contact: | |
| Title: | |
| Street: | |
| City, State & Zip: | |
| Primary Telephone: | |
| Primary FAX: | |
| E-Mail Address: | |
| Brief Explanation of Relationship: | |

| | |
|--------------|--|
| Entity Name: | |
| Contact: | |
| Title: | |
| Street: | |

| | |
|------------------------------------|--|
| City, State & Zip: | |
| Primary Telephone: | |
| Primary FAX: | |
| E-Mail Address: | |
| Brief Explanation of Relationship: | |

15. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

16. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

17. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

18. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

19. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Pricing for additional terms must be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes No

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes **No**

21. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
22. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 16-062 were received.

23. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business? **Yes** **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes **No**

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

24. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

7.

INFORMATION ONLY:

Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? _____

Our company does not accept VISA government procurement cards.

25. Printed Name of person binding bid _____

26. Signature (X) _____

27. Date _____

NOTE: THE ENTIRE RFP PACKET NEED NOT BE RETURNED. Thank you.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".



STATE OF SOUTH CAROLINA)
GEORGETOWN COUNTY)

PROFESSIONAL
SERVICES
CONTRACT

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and _____ whose Administrative Office is located at _____ (“Contractor”).

This Contract for Professional Services (“Contract”) is dated this _____ day of _____, 2011, and shall have an Effective Date of the day of _____, 2011 (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

- 1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.
- 1.2. Time of Performance: The timely performance by Contractor of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.
- 1.3. Arbitration: This contract is not subject to arbitration.
- 1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.
- 1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Contractor concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Contractor. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Contractor to rely upon such forbearance in the event of another similar breach by Contractor of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.
- 1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Contractor shall comply with the provisions of:
 - 1.6.1. Title VII of the Civil Rights Act of 1964;
 - 1.6.2. Age Discrimination in Employment Act of 1967;
 - 1.6.3. Title I of the Americans with Disabilities Act of 1990;
 - 1.6.4. Equal Pay Act of 1963;

1.6.5.Fair Labor Standards Act of 1938;

1.6.6.Immigration Reform and Control Act of 1986; and

1.6.7.South Carolina Wages Act, S.C. Code § 37-10-10 et seq.

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, Contractor affirmatively warrants that Contractor is currently in compliance with such laws, and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

2. SCOPE OF SERVICES:

- 2.1. Contractor shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.
- 2.2. All services to be performed by Contractor under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of three years after the Effective Date of this Contract; whichever is the lesser period of time.

3. PAYMENT FOR SERVICES:

- 3.1. The costs of services are set forth in Exhibit "B" of this Contract. Contractor's invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by Contractor after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.
- 3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and Contractor in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF CONTRACTOR AND COUNTY:

- 4.1. County warrants that:
- 4.1.1.County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;
- 4.1.2.County shall not offer employment to any employee of Contractor for a period of two (2) years after the termination, except for cause, of this Contract.
- 4.2. Contractor warrants that Contractor has:

- 4.2.1. All necessary licenses and consents required for Contractor to enter into and fully perform the Scope of Services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Contractor.
- 4.3. Contractor warrants that Contractor shall throughout the term of this Contract:
 - 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
 - 4.3.2. Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
 - 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Contractor to third parties or employees, agents, or sub-Contractors of Contractor, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
 - 4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of Contractor shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
 - 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
 - 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and Contractor, and approved by County’s attorney:

- 5.1. All plans, reports, surveys, and other professional work product of Contractor concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to Contractor during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by Contractor and originating from this Contract shall become and remain the property of County, and Contractor shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Contractor in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and Contractor shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event Contractor exercises its right to terminate this Contract, Contractor will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Contractor.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT CONTRACTOR STATUS:

Contractor shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Contractor and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of

any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

10. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

10.1. To County:

10.1.1.

Mr. Kyle Prufer, Procurement Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-1270

10.2. To Contractor:

10.2.1.

10.3. Form of Notice:

All notices required or permitted under this Contract shall be effective:

- 10.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- 10.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Contractor will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of Contractor under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract in two (2) originals, each of which shall be deemed to be an original on the Effective Date first above written.

WITNESS:

CONTRACTOR NAME

By: _____

Its: _____

COUNTY OF GEORGETOWN

By: _____

Sel Hemingway
County Administrator

ATTEST:

Ollie Lewis
Assistant to the Administrator

EXHIBIT A
SCOPE OF SERVICES & PAYMENT TERMS

SAMPLE

EXHIBIT B
PAYMENT FOR SERVICES

SAMPLE