

# **HART COUNTY, GEORGIA**

Sheriff Mike Cleveland  
BOARD OF COMMISSIONERS

July 2023

## **REQUEST FOR PROPOSALS**

INMATE HEALTH CARE SERVICES  
FOR HART COUNTY JAIL

# REQUEST FOR PROPOSAL

## HART COUNTY JAIL

Your firm is invited to submit a proposal to provide Inmate Health Care Services for the Hart County new 58,770 square foot new Jail facility, with an expected completion date of December 2023. The maximum capacity will be 230 inmates and will have a large medical ward along with numerous exam rooms, Doctor and Nurse Office and secure medical rooms. Health Care Services must be provided to all inmates confined at the Hart County Jail in compliance with the Standards for Health Care Services in Jails, Latest Edition, established by the National Commission of Correctional Health Care (NCCHC). The expected daily Inmate count will be 75 to 100 inmates. This number is expected to grow due to the Hart County Jail planning on housing inmates for other counties. It would be very helpful if the medical providers submitting bids would provide a cost analysis on a sliding scale.

The Hart County Jail houses mostly inmates awaiting trial, and sentenced inmates awaiting transfer to State custody.

The proposal consisting of one original proposal, three (3) copies all marked "Proposal for Inmate Health Care Services, Hart County Georgia", and the name of the company submitting the proposals on the outside of the sealed box, must be received no later than **Thursday, August 3, 2023, 3:00 p.m.**

Proposals should be submitted to:

Terrell Partain, Administrator  
Hart County Board of Commissioners  
800 Chandler Street  
Hartwell, Georgia 30643

Questions concerning this Request for Proposals should be directed to Terrell Partain, County Administrator, at 706-376-2024 or [tpartain@hartcountyga.gov](mailto:tpartain@hartcountyga.gov), no later than Monday, July 31, 2023 by 10:00 a.m.

All responsible firms are encouraged to submit proposals. Hart County reserves the right to accept or reject any and all proposals submitted, and to negotiate with one or more bidders if deemed to be in the County's best interest.

The awarding authority for the contract is the Hart County Board of Commissioners on behalf of Hart County Sheriff, Mike Cleveland.

**PROPOSER'S COMPANY NAME** \_\_\_\_\_

**NAME OF PROPOSER'S CONTACT** \_\_\_\_\_

**PROPOSER'S ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**PROPOSER'S PHONE NUMBER** \_\_\_\_\_

**PROPOSER'S EMAIL** \_\_\_\_\_

### **MINIMUM QUALIFICATIONS FOR ANY PROPOSER**

Hart County requires that any proposer meet the following qualifications. Failure to meet each of these qualifications may result in the proposer's disqualification.

1. The proposer must be organized and existing for the primary purpose of providing inmate health care services.
2. The proposer should have at least three (3) continuous years of corporate experience (not individual experience) in administering inmate health care programs and at least two (2) current contracts with separate agencies with facilities of at least 100 beds.
3. The proposer must carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate annually. The proposer must carry separate general liability insurance, covering bodily injury, personal injury and property damage in the amount of One Million Dollars (\$1,000,000) combined single limit.
4. The proposer must have demonstrated its experience and the quality of its care by having obtained facility accreditation from any of the following accrediting organizations (or equivalent): the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), or the Medical Association of Georgia (MAG) in a correctional facility of at least 100 beds.
5. The proposer must demonstrate its ability to provide a health care system specifically for a correctional facility. It must demonstrate that it has the ability of immediate contract start-up, that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation.
6. The proposer must have in place a valid procedure for defending litigation brought by inmates related to the provision of health care. Proposer must be represented by an attorney licensed to practice in Georgia with experience in local and federal courts.
7. The proposer must have experience in administering inpatient and outpatient claims for off-site healthcare services.

## **I. SCOPE OF SERVICES**

“The County” as used in this document shall refer to the County Administrator, Sheriff or Jail Administrator as it relates to the facility to be covered under this contract.

Generally, the successful Proposer shall:

- A.** Provide, at its own cost, services including but not limited to: all professional medical, mental health, emergency dental and related health care and administrative services for inmates. Services shall include but not be limited to: a comprehensive health evaluation of each inmate following award of the contract (to be in accordance with NCCHC standards) regularly scheduled sick call, twenty-four hour nursing care, regular physician, mental health, and dental visits to the facilities, emergency medical services, diagnostic studies (radiology and laboratory), pharmaceutical management and administration, medical records management, administrative support services and other services as described herein.
- B.** Include Specialty services, but those services shall not be limited to radiology services and laboratory services to the extent reasonably necessary in the opinion of a medical professional. When non-emergency specialty care is required and cannot be rendered at the Jail, the Proposer shall make arrangements with the Sheriff or Jail Administrator for the transportation of the inmate(s) to an off-site medical provider and / or hospital.
- C.** Include Hospitalization services arrangements which shall be made by the Proposer for any inmate who requires hospitalization. A licensed physician employed by the Proposer shall be responsible for making hospitalization decisions. The cost for all off-site inpatient and outpatient healthcare services will be the responsibility of the County. Nevertheless, it is the intent of the County to limit this exposure when practical. The Proposer will be expected to demonstrate a utilization management program that will minimize healthcare costs and provide constitutionally required healthcare.
- D.** Include Transportation services which shall be provided by the County in cooperation with the Sheriff and Jail Administrator in non-emergency instances. The cost of all emergency transportation (e.g. ambulance services) will be the responsibility of the County; however, the Proposer shall make such arrangements, when medically necessary.
- E.** Include Mandated medical services which are required by law or court orders of consenting or non-consenting inmates shall be provided by the Proposer. The Sheriff and/or Jail Administrator will restrain such inmates as necessary. Should new legislation or a court order require substantial new medical treatment, the Proposer shall not be financially responsible unless specifically agreed upon between the Proposer and the County.
- F.** Provide staffing to include but not be limited to: all personnel necessary for the rendering of health care services to inmates at the HART County Jail. Minimum staffing specifications are as follows:
  - a. A nurse will be on duty 12 hours per day, 7 days per week, to handle evaluation of inmates and distribute medication
  - b. A doctor is expected to visit the jail once a week

- c. Telehealth will be provided to any inmates who are suffering from mental health issues
  - d. Dental will be provided to inmates by Hart County Sheriff's Office for extractions only by local dentist except when the family wishes to pay for specialized care
  - e. Prescription medication will be included within the contract but the option of prescription medication being billed separately will be considered based on cost
  - f. An on-call physician, physician's assistant or nurse practitioner shall be available to respond to phone calls from the designated Facility staff 24 hours / day, 7 days / week and when necessary will report to the Facility for inmate assessment.
  - g. Staffing should be based on the assumption that there will be a daily average of **100** inmates at the Hart County Jail.
  - h. The Medical Director (licensed physician) employed by the Proposer shall make sick and emergency call visits at the Jail sufficient for the Jail to meet or exceed NCCHC accreditation standards.
  - i. Clerical staff shall be available at all times sufficient to maintain medical records in strict accordance with applicable NCCHC accreditation standards for medical records and policies and procedures of the Hart County Jail.
- G.** If the County becomes dissatisfied with any health care personnel provided by the Proposer, in recognition of the sensitive nature of correctional services, the Proposer shall, following written notice from the Sheriff or Jail Administrator of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County and the Sheriff or Jail Administrator, the Proposer shall remove the individual about whom the County has expressed dissatisfaction. Should removal of an individual become necessary, the Proposer will be allowed reasonable time to find an acceptable replacement. If, in the sole judgment of the County and the Sheriff or Jail Administrator, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.
- H.** Inmates shall not be employed or otherwise engaged by either the Proposer or the County in rendering any health care services. Upon written approval of the County, inmates may be used in positions not involving health care services directly to inmates and not involving inmate records.
- I.** Proposer shall provide all required licenses necessary to render all services within the Hart County Jail. Further, Proposer shall insure that all personnel assigned to the County to render services shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law.
- J.** Health Services provided by the Proposer shall meet current NCCHC guidelines. Accreditation, while preferred, will not be necessary at this time; however, the Proposer shall have the capability of providing Inmate Health Services per NCCHC accreditation standards if required. All Health Services provided shall meet Georgia Department of Corrections Standard Operating Procedures.
- K.** Submit on a monthly and annual basis health care reports to the County concerning the overall

operation of the health care services program provided to Hart County.

- L. Meet monthly, if necessary, with the County concerning procedures within the respective facilities and any proposed changes in health related procedures or other matters which either party deems necessary.
- M. Prepare and maintain a health record for each inmate committed to the Hart County Jail and Prison. These records shall be the property of the County.
- N. The Proposer will provide all forms, records, files and supplies required to provide the required services.
- O. The Proposer will perform a receiving screening and health assessment, according to NCCHC guidelines, on any inmate confined at the Hart County Jail.
- P. The Proposer shall provide a suitable pharmaceutical system for the Jail. The system shall provide for dispensing of prescription medications and over-the-counter medications.

**The County shall:**

- A. Maintain responsibility for the physical security of the Hart County Jail and the continuing security of the inmates.
- B. Provide space within the Jail for inmate medical examinations, lights and an examination table and a lockable file cabinet for housing medical, which shall remain the property of Hart County. The County will provide the necessary maintenance and housekeeping of the medical examination room.
- C. Provide food, linens and other non-medical services to the inmates while in the Hart County Jail.
- D. Screen the Proposer's proposed staff to insure that they will not constitute a security risk. Hart County shall have final approval of the Proposer's employees in regard to security/background clearance.
- E. Provide for each inmate receiving health care services the services and facilities provided by the County for all inmates at the Jail, including but not limited to daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- F. Provide, as needed, information pertaining to inmates and patients that the Proposer and the County shall mutually identify as reasonable and necessary for the Proposer to adequately perform its obligations to the County.

**The Proposer will not be responsible for:**

- A. Providing elective medical care to inmates. Elective medical care shall be defined as care which if not provided would not, in the opinion of the Proposer's Medical Director (licensed

physician employed by the Proposer), cause the inmate's health to deteriorate or cause harm to the inmate's wellbeing.

- B. Cost of providing medical care for injuries incurred prior to incarceration or medical services related to pregnancy provided to any inmate prior to the inmate's booking and commitment into Hart County Jail. Furthermore, the Proposer will not be financially responsible to the cost of any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. The Proposer shall provide such care as is medically necessary, and the County shall reimburse the Proposer for all reasonable and necessary medical costs. The Proposer will not be responsible for medical costs associated with medical care of any infants born to inmates. The Proposer shall provide health care services to pregnant inmates, but health care services provided to an infant following birth would not be the responsibility of the Proposer.

## **II. CONTENTS OF PROPOSAL**

Each Proposer should include the following information relevant to its proposed services:

- A. State the Proposer's understanding of the County's objectives and goals for its Health Care Services Program. Describe the Proposer's plan for providing those services.
- B. Describe the Proposer's plan for replacing personnel at the management level. (Note: The County reserves the right to interview the staff proposed for the Medical Director and Program Administrator positions during the presentation and negotiation phase of the Request for Proposal.) Provide an organizational chart for the proposed team. Describe the organizational structure proposed for use in providing the required services and provide job descriptions for each position.
- C. Describe the Proposer's general experience in providing health care services of the nature the County seeks. Include a list of at least two (2) current accounts and provide a contact name and telephone number that may be used as a reference. Identify any contracts that were canceled prior to the expiration date and give a contact name and telephone number for any such canceled contracts.
- D. Provide a copy of the Proposer's audited financial statement for the prior three (3) years.
- E. Provide sample forms including, but not limited to: invoices, healthcare forms to be used by the Proposer's staff in administering services, and monthly service reports that would be provided to the County, as well as a pro forma contract for review by the County Attorney for Hart County. The County reserves the option to utilize its own contract, subjects to negotiation by the Proposer.
- F. Describe the Proposer's plan for transition from the current operations.
- G. Describe the training services that would be available to the County.



- H. Describe the method the Proposer proposes to use to assess the County's satisfaction with the services it is providing.
- I. Provide any other information that the County should consider in evaluation the Proposer's proposal.
- J. Provide assurance that the Proposer has the ability to provide a healthcare system specifically for the HART County Jail by October 1, 2023.

**III. MINIMUM CONTRACT TERMS AND CONDITIONS UPON ACCEPTANCE OF PROPOSAL.**

**A. ANNUAL APPROPRIATIONS**

It is understood and agreed that this contract shall be subject to annual appropriations by the Hart County Board of Commissioners. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this contract, then upon exhaustion of such funding the County shall be entitled to immediately terminate this contract, without penalty or liability. Recognizing that such termination may entail costs to the Proposer, the County will act in good faith and make every effort to give the Proposer notice of any potential problem with funding or appropriation.

**B. AWARD OF THE CONTRACT:**

- 1. The County reserves the right to reject any or all proposals and to waive any technicalities and/or informalities, as well as the right to withdraw the Request for Proposal without awarding a contract. The County also reserves the right to negotiate with any one or more bidders.
- 2. The Successful Proposer shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required by this RFP.
- 3. Any contract resulting from this RFP is not assignable in whole or in part without the prior express written consent of the County.
- 4. In order to discharge its obligations thereunder, the Successful Proposer will engage certain health care professionals, upon prior written approval of each such professional by the County, which approval will not be unreasonably withheld, as independent contractors rather than employees. Subject to the approval described above, the County consents to such subcontracting or delegation. As the relationship between the Successful Proposer and these health care professionals will be that of independent contractor, Successful Proposer will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. A Successful Proposer will not exercise control over the manner or means by which these independent contractors perform their medical duties. However, the Successful Proposer shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this contract. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of the Successful Proposer under this contract, the Successful Proposer shall provide the County proof that, for each professional, there is in effect during the period that persons engaged in the performance of this contract, a professional liability or medical malpractice insurance

policy, as the case may be, in an amount or amounts of One Million Dollars (\$1,000,000) coverage per occurrence. Also, the Successful Proposer shall provide worker's compensation insurance to cover its employees in an amount no less than the minimum requirements for the state of Georgia. The Successful Proposer shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, the County and the Sheriff shall be entitled to immediately terminate the contract (effective thirty [30] days after receipt of notice or earlier by mutual agreement) without liability in the event that such insurance coverage is either changed, canceled or is insufficient in the sole opinion of the County Administrator or Sheriff.

**C. PROPOSER'S PERFORMANCE:**

1. The Proposer agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the performance of the contract.
2. The Proposer shall insure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Proposer shall cooperate with County officials in performing the contract work so the interference with normal programs will be held to a minimum.
4. The Proposer shall be an independent contractor and shall not be an employee of any department of Hart County.

**D. EMPLOYMENT DISCRIMINATION BY PROPOSER PROHIBITED**

During the performance of this contract, the Proposer, its employees, agents and subcontractors agree as follows:

1. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex, disability or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Proposer.
2. The Proposer, in all solicitations or advertisements for employees placed by or on behalf of the Successful Proposer, shall state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**E. COMPENSATION**

The Proposer shall be required to submit a complete itemized invoice on each delivery or service that it performs under the contract. Payment shall be rendered to the Proposer for satisfactory compliance with the contract within fifteen (15) days after the receipt of the proper invoice. Any invoices for population adjustments (increases or decreases) shall be provided in the month following the month of service within fifteen (15) days after receipt of proper

invoice.

**F. INSURANCE REQUIREMENTS**

The Successful Proposer shall maintain insurance to protect itself from claims from any other claim for damages for worker's compensation, personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as detailed in this RFP.

**G. CONTRACT PERIOD**

1. The contract period is expected to be from October 1, 2023 through September 30, 2024. Contract fees shall remain firm for the initial contract period.
2. The contract may be renewed annually for an additional three (3) years upon written agreement between the County and the Successful Proposer.

**H. TERMINATION OF CONTRACT**

1. Hart County reserves the right to terminate the contract immediately in the event that the Proposer discontinues or abandons operations; if adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies.
2. Failure of the Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Hart County. Hart County shall pay for services rendered up to the point of termination.
3. Notwithstanding anything to the contrary contained in the contract between the County and the Proposer, the parties may terminate the contract for convenience and without cause, by giving ninety (90) days written notice to the non-terminating party.
4. If the termination clause is used by the County, the Proposer will be paid by the County for all scheduled work completed satisfactorily by the Proposer up to the termination date set forth in the written termination notice.

**I. MEDICAL RECORDS**

The Successful Proposer shall maintain, cause or require to be maintained, complete and accurate medical records for each inmate and citizen who has received health care services. Each medical record shall be maintained in accordance with applicable laws, NCCHC standards, the Georgia Board of Corrections Minimum Standards for Jails and Lockups and the County's

policies and procedures. The medical records shall be kept securely, and separate from the inmate's confinement record. A complete copy of the applicable medical record shall be available to accompany each inmate who is transferred from the Jail to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, the Successful Proposer shall comply with Georgia law and the County's policy with regard to access by inmates and staff to medical records. No information contained in the medical records shall be released by the Proposer except as provided by Hart County policy, by a court order or otherwise in accordance with the applicable law. At the expiration of the contract period, all medical records shall be delivered to and remain with the County. However, the County shall provide the Successful Proposer with reasonable ongoing access to all medical records even after the expiration of the contract for the purpose of defending litigation. The medical records of inmates and patients shall at all times be the property of Hart County.

The Successful Proposer shall make available to the County, unless otherwise specifically prohibited, at the County's request, all records, documents and other papers relating to the direct delivery of health care services to inmates and patients hereunder.

During the contract period and for a reasonable time thereafter, the County will provide the Successful Proposer, at the Successful Proposer's request, all records relating to the provision of health care services to inmates or patients as may be reasonably requested by the Successful Proposer in connection with an investigation of, or defense of any claim by a third party related to the Successful Proposer's conduct. Consistent with applicable law and the foregoing provision, the County will make available to the Successful Proposer such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent that the County has any control over those records) as the Successful Proposer may reasonably request. Any such information provided by the County shall be kept confidential by the Successful Proposer and shall not, except as may be required by law, be distributed to any third party without prior written approval of the County. Notwithstanding any provision of the contract to the contrary, the County's internal investigative records shall not be required to be provided to the Successful Proposer or any other person or entity (except as may be required by law).

## **J. SECURITY**

The Successful Proposer and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Successful Proposer as well as for the security of inmates and the Jail staff, consistent with the correctional setting. The County will provide security sufficient to enable the Successful Proposer and its personnel to safely provide health care services described in this RFP. Nothing herein shall be construed to make the County or its employees a guarantor of the safety of the Successful Proposer's employees, agents or subcontractors, including their employees.

The County shall not be liable for loss of or damage to equipment and supplies of the Successful Proposer, its agents, employees or subcontractors unless such loss or damage was caused by the sole negligence of the County or its employees.

The County will provide security as necessary and appropriate in connection with transportation of inmates between the Jail and any other location for off-site services as contemplated herein.

**K. NOTICE**

Unless otherwise provided herein, all notices or other communications required or permitted to be given under any resulting contract shall be in writing and shall be deemed to have been duly given if delivered in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County:

Proposer:

Hart County Administrator  
800 Chandler Street  
Hartwell, Georgia 30643

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be effective upon receipt.

**L. ENTIRE AGREEMENT**

The proposed contract, including the documents incorporated therein by reference, would constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this contract shall be binding upon the parties unless the same are in writing and signed by the respective parties.

**M. WAIVER OF BREACH**

The waiver of either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**N. OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES**

The parties agree that the Successful Proposer, at the time of executing the contract, is neither bound by nor aware of any other existing contracts to which either the Sheriff or the County are a party and which relate to the providing of medical care to inmates and patients. The parties agree that they have not entered into this contract for the benefit of any third person or persons, and it is their express intention that the contract is intended to be for their respective benefits only and not for the benefits of others who might have otherwise be deemed to constitute third party beneficiaries hereof.

**O. SEVERABILITY**

In the event any provision of the contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

**P. AMENDMENTS**

The contract expresses the entire understanding of both parties, and may not be amended except in writing by both parties.

**Q. COUNTERPARTS**

The contract may be executed in several counterparts, each of which shall be in an original and all of which together shall constitute but one in the same instrument.

**R. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in the Superior Court of Hart County, Georgia.

**S. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT.** Proposer will fully comply with all federal immigration laws, including but not limited to E-Verify, and will fully comply with the Georgia Security and Immigration Compliance Act.

**IV. PROPOSAL SUBMISSION REQUIREMENTS**

- A. Hart County will not accept oral proposals nor proposals received by telephone, fax machine or telegraph.
- B. Proposals shall be signed by an authorized representative of the Proposer. If the Proposer is a corporation, the Proposer shall print the name and title of the individual executing the proposal. All requested information should be submitted. Failure to submit all requested information may result in the Hart County Board of Commissioners requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- C. All erasures, interpolations and other changes in the proposal shall be signed or initialed by the Proposer.
- D. The proposal, and any other required documents shall be enclosed in a sealed envelope or box. The envelope or box containing the proposal shall be sealed and marked clearly with the title and due date of the proposal.
- E. By submitting a proposal in response to this Request for Proposal, the Proposer represents that they have read and understand the scope of services, and have familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress or performance of the contract work.

- F. The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other documents or to acquaint itself with conditions existing at the site shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.
- G. A proposal may be modified or withdrawn by the Proposer at any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the Board of Commissioners in writing of its intentions.
  - 1. If a change in the proposal is requested, the modification must be so worded by the Proposer as to not reveal the original amount of the proposal.
  - 2. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.
  - 3. No proposal can be withdrawn after the time and date set for the receipt of proposals and for sixty (60) days thereafter.
- H. Any changes to the RFP shall be in the form of a written addendum from the County Administrator's office. Each Proposer shall be responsible for determining that all addenda issued by the County have been received before submitting a proposal.

**V. PROPOSAL EVALUATION SELECTION PROCESS**

- A. Proposers are to make written proposals that present the Proposer's qualifications and understanding of the work to be performed. Proposers are asked to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Proposer will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
  - 1. The composition of the Proposer's business, including key personnel committed to the County's account, and the Proposer's ability to provide high quality services as described herein.
  - 2. Clearly demonstrated understanding of the goals and scope of services for the County's Inmate Health Care Services.
  - 3. The Proposer's financial proposal.
  - 4. Proven record of successful experience in similar situations.
  - 5. References.
- C. Selection will be made of the Proposer deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with the Proposer so selected. Price shall be considered, but need not be the sole determining factor. After

negotiations have been conducted with each Proposer so selected, the County shall select the Proposer, which, in its opinion, has made the best proposal, and shall award the contract to that Proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.