

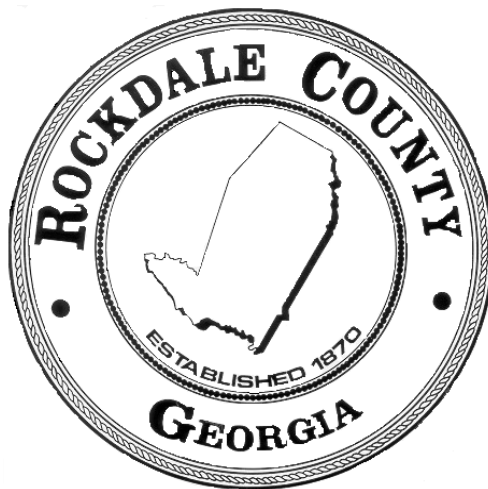
REQUEST FOR PROPOSALS

No. 25-08

ROCKDALE COUNTY, GEORGIA

April 23, 2025

INMATE HEALTH CARE SERVICES FOR ROCKDALE COUNTY



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Inmate Healthcare Services**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov.

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557
Adrienne.m.brown@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:Technical Proposal:

Two (2) hard copies, one (1) original hard copy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. *(Original must be clearly marked "Original" and the Copies clearly marked "Copies.")*. Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Proposal Form must also be included on the USB Flash Drive.

CONTRACT TERM:

The Contract Term will be (1) year with the option to renew (4) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

Because this contract contains four (4) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, May 29, 2025**. Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will be a **MANDATORY** Pre-Proposal Conference held at the **Rockdale County Jail Administration & Training Annex Building, 911 Chambers Dr., 2nd Floor, Conyers, GA 30012, at 2:00 P.M., local time, Monday, May 12, 2025**. Due to limited space, we ask for no more than three (3) representatives per vendor. Prime bidders who arrive more than 5 minutes after the start of the meeting (as stated in the solicitation and by the Procurement representative's watch) or after the discussion portion of the meeting (whichever comes first) may not be permitted to submit a bid on the project. Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to Adrienne.m.brown@rockdalecountyga.gov or at the above address. *Any contractor who intends to submit a proposal is required to attend this meeting.*

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to Adrienne.m.brown@rockdalecountyga.gov no later than **2:00 p.m., local time, on Thursday, May 22, 2025**. It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

EQUAL BUSINESS OPPORTUNITY POLICY:

This RFP qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Adrienne Brown at Adrienne.m.brown@rockdalecountyga.gov or 770-278-7557.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov Bid Opportunities.

The Local Vendor Preference Policy: will ☒ / will not ☐ apply to this RFP.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

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

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

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

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- The vendors's proposed contract price in conformity with all requirements of the Contract Documents. **(40%)**
- The qualifications and experience of those personnel whom the contractor will assign to the contract. **(25%)**
- The contractor's prior experience in performing similar contracts. **(30%)**
- The financial strength of the contractor in relation to the cost of the contract. **(5%)**

INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

OPEN RECORDS

The contents of the proposals will not be made public until after an award and contract has been executed.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. **The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **25-08**, must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

INMATE HEALTHCARE SERVICES FOR ROCKDALE COUNTY

I. GENERAL

1. This Request for Proposal is for a comprehensive health care delivery system for the Rockdale County Jail, 911 Chambers Drive, Conyers, GA 30012. This operation includes responsibility for all healthcare services; as well as pharmaceutical supplies, labor, taxes, licenses, insurance, medical supplies; everything required to operate a medical infirmary except for those specific items furnished by the County as itemized in this specification.
2. The average daily inmate population in the facility shall include both male and female inmates. The projected daily inmate population for this facility is 500.
3. There will be a **MANDATORY** pre-proposal conference held at the **Rockdale County Jail Administration & Training Annex Building, 911 Chambers Drive, 2nd Floor, Conyers, GA 30012, at 2:00 p.m., local time, Monday, May 12, 2025. Due to limited space, we ask for no more than three (3) representatives per vendor.** Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing and forwarded to the Procurement Buyer at Adrienne.m.brown@rockdalecountyga.gov. It shall be the Proposers responsibility to seek clarification as early as possible prior to the due date and time. Any contractor who intends to submit a Proposal is required to attend this meeting.
4. Any deviation or exception to these specifications must be clearly explained in writing by the proposer and made a part of the proposal.
5. The County currently has a healthcare services contract. The new contract period will begin on or about September 1, 2025, and will run through August 31, 2026. Renewal options for four (4) successive twelve-month periods are requested by the County, each beginning on or about September 1st and ending August 30th in writing unless written notice is served either by the County or the Contractor ninety (90) days prior to the beginning of the new period.
6. The Contractor or Rockdale County may cancel the contract for cause provided such cancellation is preceded with a ninety (90) day written notice. The County may terminate the contract resulting from this solicitation at any time the Contractor fails to carry out the contract provisions if, in the opinion of the Sheriff, the performance of the contract is unreasonably delayed or the vendor with notice of any conditions which are endangering performance and if, after such notice, the vendor fails to remedy such conditions within ten (10) calendar days, the County may, in writing and at its opinion, terminate the contract without further notice. Should such an event occur where the County proceeds to terminate the contract due to non-performance, the Contractor's performance bond will be forfeited to the County as liquidated damages and payment for expenses which would be incurred by the County to restore acceptable healthcare service operations.
7. SILENCE OF SPECIFICATIONS. The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
8. The County reserves the right to accept, or reject or require modifications to any proposal submitted, and to re-advertise.
9. In the event that the successful proposer resulting from this request is not the current Contractor, a carefully coordinated phase-in/phase-out will be required between the two Contractors so that there will be no adverse effects of any kind on the day-to-day medical service requirements. Specific details of this coordination should be addressed in the proposal. This time period will be not less than 2 weeks prior to the expiration of the current contract.

10. The Contractor must comply with any federal and state civil rights laws. Any charge brought against Contractor for violation of any civil rights will be the full responsibility of the Contractor and will not involve the County in any way. The Contractor is an independent Contractor and not an agent, employee, partner, or joint venture with the County and is, therefore, fully liable for all actions or in-actions taken.

11. The award will be made to the proposer who meets the minimum qualifications for all proposers (see Section III), whose proposal fully addresses all mandatory requirements for proposals (see Section II), and who, in the sole and exclusive judgment of Rockdale County, is best able to provide a health care delivery system for the County.

II. MANDATORY REQUIREMENTS FOR PROPOSALS

Your proposal need not be in any particular form. However, all proposals must contain the following specific information.

1. All proposals must contain sufficient information to enable us to evaluate whether or not the proposer meets "Minimum Qualifications for all Proposers" (see Section III). All proposals must contain the job description of the individual who will be the full-time on-site Program Administrator and other key personnel.
2. All proposals must demonstrate that the proposer has the willingness and the ability to comply with these specifications and the general conditions; in particular, the Standards for Health Services in Jails, current edition, established by the National Commission on Correctional Health Care and Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association.
3. All proposals must include a brief resume of all similar projects your firm has performed for the past three years. Each project listed shall include the name and phone number of a contact person for the project for review purposes.
4. All proposals must list by name, address, and administrator, all detention or correctional facilities where the proposer has obtained accreditation by the Medical Association of Georgia, American Correctional Association and other recognized body according to the National Commission of Correctional Health Care standards (i.e., ACA, etc.).
5. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Georgia stating its willingness to insure the proposer pursuant to the terms of this request for proposals.
6. All proposals must contain a full and complete staffing and organization chart, and explain how medical care for the inmates as described in Section V will be delivered. Sample Receiving Screening and Comprehensive Health Assessment Forms shall be provided, as well as the actual Table of Contents from the Health Care Policies and Procedures Manual of the proposer.
7. All proposals must contain a specific price for all healthcare services provided by this contract plus an additional price per inmate per day for excess inmates over the base number.
8. Proposals which do not meet the mandatory requirements of Section II will be considered nonresponsive.

III. MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

The following minimum qualifications must be met by each proposer. Failure to meet each qualification will result in disqualification.

1. The proposer must be organized and exist for the primary purpose of providing correctional health care

services.

2. The proposer must have at least five (5) continuous years of company experience (not individual) in administering correctional health care programs in facilities that are comparable to Rockdale County.
3. The proposer must carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
4. The proposer must demonstrate the knowledge and ability necessary to obtain Medical Association of Georgia Accreditation according to National Commission on Correctional Health Care Standards from its experience, American Correctional Association Accreditation and the quality of its care by having obtained that accreditation in a jail which is of a size comparable or larger to that of Rockdale County.
5. The proposer must demonstrate its ability to provide a health care system specifically for Rockdale County. It must demonstrate that it has the ability for an immediate contract start-up as of contract date, that it has a proven system of recruiting staff and that it has adequate support staff in its central office capable of competently supervising and monitoring its operation at Rockdale County as well as supplemental resource backup as may be necessary.
6. The proposer must demonstrate the ability to provide a system of technical and medical support to the on-site personnel.
7. The proposer must demonstrate the ability to prepare and implement written policies and procedures which comply with all standards and requirements set forth herein, and to conduct an annual evaluation of compliance with its policies and procedures.
8. The proposer must demonstrate the ability to maintain an open and collaborative relationship with the administration and staff of the Sheriff's Office and Jail Facility.

IV. INSURANCE REQUIREMENTS

1. Upon receipt of notice of award on this proposal, Contractor shall furnish a certificate of insurance as stipulated below before Contractor will be allowed to start any work under this contract. Insurance certificates must be from companies doing business in Georgia and acceptable to the County, as follows:

A. Worker's Compensation: statutory limit benefits, employer's liability.

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

C. General Liability: the proposer must also warrant that it and all its employees will have general liability insurance with limits of one million \$1,000,000) dollars each occurrence and one million (\$1,000,000) dollars in aggregate annually.

D. Certificates are to contain policy numbers, policy limits, and policy expiration date of all policies issued in accordance with this contract.

E. Certificates are to contain the location and operations to which the Insurance applies.

F. Certificates are to contain the proposer's protective coverage for any Subcontractor's operations.

G. Certificates are to be issued to: Rockdale County Board of Commissioners, Rockdale County, Georgia.

H. Insurance certificates must be renewed for the duration of this contract period; failure to do so will constitute grounds for termination of this contract for cause and forfeiture of performance bonds as previously stated.

V. MEDICAL REQUIREMENTS TO BE PROVIDED

1. The objectives of the health care delivery system are as follows:

A. To deliver high quality health care services that can be audited against established standards;

B. To operate the health care program in a cost-effective manner with full reporting and accountability to the County;

C. To operate the health care program at full staffing and to use only licensed certified and professionally trained personnel;

D. To implement written health care plans with clear objectives, policies, procedures, and annual evaluations of completion;

E. To operate the health care program by standards established by NCCHC and ACA;

F. To maintain an open and cooperative relationship with the administration and staff of the Contractor;

G. To provide a comprehensive program for continuing staff education;

H. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis, and provide reports to the Jail Commander on a monthly basis or as otherwise requested;

I. To operate the health care program in a humane manner with respect to the inmates' right to basic health care services.

2. Successful proposer will be required to maintain complete records during the life of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct the erroneous charges. All medical records will remain the property of Rockdale County and will be surrendered to the County at any time the contract should terminate.

3. The successful proposer must submit a list of employees for this location to the Sheriff for records check for admission pass into the detention facility. This list to include birthday of an employee and any other pertinent information as may be determined by the Sheriff. Any changes in this listing must be submitted to the Sheriff immediately. Rockdale County reserves the right to restrict any employee from the premises when the record check reveals derogatory information that supports such an action. All employees will be required to wear Sheriff's Department identification badges at all times when on duty at the detention facility; identification must be surrendered to the Sheriff's Department upon termination at the facility.

4. General.

A. Health care services must be provided in compliance with the Standards for Health Services in Jails, current edition, established by the National Commission on Correctional Health Care (NCCHC) and Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association. More specifically, the services provided must meet or exceed the NCCHC and ACA standards to the extent required to achieve Medical Association of Georgia Accreditation and ACA Accreditation. No language or description contained in these specifications is intended, nor should it be interpreted in such a way as to relieve the proposer from its obligation to maintain MAG and ACA accreditation, which is a primary goal of these specifications. Medical services must meet or exceed all Federal, State, and Constitutional requirements and all applicable correctional health care standards, including those developed by the American Medical Association, the American Correctional Association and the Medical Association of Georgia. The health care delivery system must conform to state standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate state authority. The system must conform to the Standards for Health Services in Jails, current edition, established by the National Commission of Correctional Health Care and the Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association. Generally, health care at the Jail should be equivalent to that available in the community. In addition, the Contractor must provide all services necessary to meet all constitutional obligations of the Sheriff and Rockdale County to inmates and must meet all requirements established by NCCHC, MAG, AMA, ACA, and any other applicable guidelines.

B. The Contractor must obtain all licenses necessary to render medical and health services within the state of Georgia, and, additionally, must ensure that all employees rendering medical and health services within the county possess all licenses required, including professional licenses, to render such services within the state of Georgia. The physicians selected as the "responsible physician" must be licensed to practice in the State of Georgia and must agree to utilize Piedmont Rockdale Medical Center to the fullest extent possible for any and all inmate hospitalizations.

C. The Contractor must recruit, interview, hire, train, and supervise all health care staff and assure health care staff is consistently adequate to meet all conditions and specifications of this contract as specified in Section V.7-Staffing.

D. The Contractor shall use the infirmary at the facility whenever possible and whenever appropriate in the performance of its duties under this contract. The Contractor shall be required to examine and treat any inmate in segregation or who is otherwise unable to attend sick call in the cell of the said inmate. The Contractor shall be required to render emergency care at all buildings and areas associated with the detention facility as may be required. The Contractor shall use the Infirmary and other medical stations at the Facility whenever possible and whenever appropriate in the performance of its duties under this contract.

5. Required Health Care Services: Proposers will be required to offer general health care services to inmates at the Detention Center including, but not necessarily limited to, the following:

A. Receiving Screening- a receiving screening examination must be performed on all incoming inmates by a qualified medical professional or a health-trained member of the medical staff at the time of arrival at the pre-Booking area of the facility. The medical staff must arrive at the Booking area to perform the screening as soon as possible, not to exceed 30 minutes from notification or sooner if needed. At minimum, the receiving screening shall include:

1. Medical staff will be required to determine if the inmate needs to be referred to a medical hospital because of a life-threatening injury or illness or in immediate need of emergency medical care. If it is determined that the person cannot be accepted and requires hospitalization, they will be required to immediately notify the Booking Supervisor;
2. Documentation of current illnesses and health problems, including medications taken, and special health requirements including mental, dental, and communicable diseases;
3. Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
4. Notation of body deformities, trauma markings, bruises, ease of movement, etc;
5. Conditions of skin and body orifices, including infestations, lesions, jaundice, rashes, needle marks or other indicators of drug abuse;
6. A standard form will be used for purposes of recording the information of the receiving screening and will be included in the health record of the inmate;
7. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate, or placement in the general population and referral to the appropriate health care service, or placement in the general population without further medical attention;
8. Trained and qualified staff will be available to draw body fluids (including blood, urine) to be given to the arresting agencies/officers for testing by the state crime lab upon request in a manner to show the chain of custody and to preserve evidence.

B. Comprehensive Health Assessment- will be required on any inmate within 14 days of their arrival at the facility. Such assessment shall include as a minimum:

1. The Medical Director or Program Administrator is responsible for reviewing all receiving screening results;
2. Additional data necessary to complete a standard history and physical examination;
3. Screening tests for tuberculosis, venereal disease, urinalysis (when clinically indicated); also dental, vision and hearing screening;
4. Additional lab work as directed by the physician for particular medical or health problems;
5. Additional tests as required based on the original screening tests;
6. Height, weight, pulse, blood pressure, and temperature;
7. The health assessment of females will also include inquiry about: (a) menstrual cycle and unusual bleeding, (b) the current use of contraceptive medications, (c) the presence of an IUD, (d) breast masses and nipple discharge, (e) and possible pregnancy;
8. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.

9. Evaluation and determination of inmate's suitability for participation in the inmate worker program.
10. An inquiry into any insurance coverage that may apply to medical care while incarcerated; the contractor will be responsible to determine and bill all charges that are covered under an inmate's insurance coverage or any other agency that provides reimbursement for the inmate's medical expenses while incarcerated at the Rockdale County Jail.

C. Mental Health Evaluation- will be at the time of arrival at the Intake section of the facility and before the inmate enters the general population. The evaluation shall be performed by a qualified medical professional or health-trained member of the medical staff. Appropriate care and treatment shall be provided including referral to a mental health professional if the evaluation so indicates.

D. Daily Triaging of Medical Requests - Health requests from inmates must be processed at a minimum of twice daily, as follows:

1. Trained health personnel shall review all medical requests and make referrals to qualified health care personnel as required.
2. The physician responsible shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.
3. All inmates placed on referral list to be seen by a physician or other specialty provider must be seen by that physician at the next visit by that physician even if the physician's time required exceeds the normal weekly allotment; there must not be any "carry-overs" to the next scheduled visit.

E. Sick Call - shall be held seven (7) days a week (excluding holidays). (A physician must be present or on call twenty-four (24) hours a day, seven (7) days a week including holidays).

F. Specialty Services - Inmates will periodically require the services of a medical specialist. Proposers shall be responsible for making appointments or other arrangements for specialty care as may be required; all such referrals will be to medical providers located in Rockdale County unless that specialty is not available in the County. In such an event, the qualified provider should be as close as is possible. Hospitalization will be referred to Rockdale Medical Center unless that facility is not able to provide the medical services needed. In such an event, the hospital should be as close as is possible. Orthopedic services, Eye care, and OB/GYN for female inmates shall be provided for but does not need to be on-site.

G. Emergency Services - Contractor shall provide twenty-four (24) hour emergency medical, mental health and dental care including, but not limited to, ensuring that a physician is present or on call twenty-four (24) hours a day.

H. Medication Distribution - must be delivered a minimum of twice daily, seven days per week. Medication may be required to be delivered more than twice per day when ordered by a physician. Inmates will not ordinarily be required to come to the infirmary to receive the required medications although exceptions may be made on a case-by-case basis.

I. Infirmary – The infirmary is required to be manned twenty-four (24) hours per day, seven (7) days per week; the following guidelines must be followed for operating the Facilities' Infirmaries.

1. A physician must be present a minimum of 2 days per week; and on-call twenty-four (24) hours

per day, seven (7) days per week, including holidays;

2. A registered nurse must be present seven (7) days per week;
3. The infirmary must be supervised at a minimum by a licensed practicing nurse seven (7) days per week, including holidays;
4. All infirmary patients must be within sight or sound of a medical staff person;
5. A manual of nursing care procedures must be developed;
6. Other standards as required by MAG, NCCHC, ACA and AMA must be met.

J. Health Education- As a part of primary health care, health education will be an important part of total health care delivery. This includes but is not limited to patient education, in-service training for medical staff and appropriate training for detention staff.

K. Nursing- The nursing staff will be under the supervision of a Medical Director; their functions generally include, among other functions, staffing nursing stations, performing clinic and infirmary services, receiving screening, and distribution of medicines.

L. Pharmacy- Contractor will be responsible for a total pharmaceutical system beginning with physician's prescription of medication, filling prescriptions, dispensing medications and record keeping. The Contractor will be responsible for ordering medication, receiving prescriptions and over-the-counter requests, packaging medication as prescribed by medical providers and maintaining licensure requirements for appropriate pharmaceutical operations. All prescription and non-prescription medications will be the responsibility of the Contractor. All medications must be ordered by the responsible physician and records of administration of medicine must be maintained. The Contractor will be responsible for the cost of all drugs administered. All controlled substances, syringes, needles, and surgical instruments will be stored and accounted for under security conditions acceptable to the Jail Commander.

M. Medical Records- Contractor shall maintain all medical records. Records are to be kept in electronic form and paper form. All inmates must have a medical record which is kept up to date at all times, and which complies with standard medical record formats and requirements. The record shall accompany the inmate at all health services encounters, and a copy will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of medical records must be followed, specifically regarding HIPAA regulations.

N. Clinical Medicine- The clinical staff will be under the direction of the Medical Director. Physicians and mid-level providers will comprise the key medical delivery forces for health services delivery. Their functions will include but not be limited to providing emergency services, infirmary care, twenty-four-hour-on call availability, provider sick-call, and other duties as may be assigned.

O. Administration- The administrative department is responsible for the day-to-day operation of the health care unit. Activities of the unit include, but are not limited to, personnel matters, policy and procedures, grievances, and on-site spokespersons and/or representatives. The Health Services Administrator will be responsible for the administrative department functions.

P. Mental Health - Services to be provided consist of in-patient infirmary services, social services assistance, pretrial forensic referrals, medication administration and mental health assessments. The mental health specialist is responsible for inmates on suicide watch, assessment evaluations and treatment, discharge planning, medication monitoring, and crisis intervention for the facility.

Q. Dental- Emergency dental services will be provided to inmates; these services include but are not limited to temporary fillings, extractions, x-rays, examinations, and other treatment determined by the medical staff to be necessary. A dental evaluation will be accomplished on all inmates within 12 months of their incarceration and made a part of that inmate's permanent medical record, consistent with NCCHC and ACA standards.

R. Laboratory- In-house laboratory services are recommended, but not mandated, to reduce the number of samples submitted to outside laboratories.

S. Radiology- Basic x-ray services are to be performed onsite. These services will significantly reduce the number of inmates transported to outside facilities to receive x-ray services. Any transporting that becomes necessary will be limited to x-ray facilities located in Rockdale County except in extreme situations. A radiologist will be required to read and evaluate all x-rays. On-site x-ray technician's services will be provided by contractor.

T. Special Medical Program- For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall 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. Any requirements for special medical diets will be limited to those medical diets available from the food services Contractor with exceptions made only when medically necessary and ordered by the facility physician.

U. Support Services- Proposers must demonstrate their ability to manage and support the program they propose, including but not limited to policies and procedures, quality assurance, and cost containment.

V. Elective Medical Care. The Contractor is not responsible for providing elective medical care to inmates. "Elective medical care" is to mean, medical care, which if not provided, would not cause harm to the inmate's wellbeing. The County must review any referral of inmates for elective medical care prior to provision of the services.

W. Transportation Services The Contractor is to notify the County in advance of all off-site non-emergency health care treatment including, but not limited to, hospital care and specialty services in order to schedule transport by the County. When medically necessary the Contractor will arrange all emergency ambulance transportation of inmates.

X. Proposer shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates incarcerated at the facility and administer emergency medical care to any employee or visitor who requires such care.

Y. Proposer shall identify the need, schedule and coordinate any inpatient hospitalization of any inmate subject. Any hospitalization required will be referred to Piedmont Rockdale Medical Center, if those services are provided there. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility.

Z. Proposer shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates while at the facility. At minimum, proposer shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call 7 days per week, 24 hours per day for emergency situations. This responsible physician must assure that any hospitalization is kept to a minimum length of stay so that the inmate is returned to the Detention Facility as soon as is medically possible. This must not in any way compromise the health of the inmate.

AA. Proposer shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations inside the facility. The proposer shall also provide and pay for all laboratory services as indicated.

BB. Proposer shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate treatment and monitoring, prescription of appropriate medications, consultations with specialty physicians and other needed medical or mental health interventions/treatment.

CC. Proposer shall identify the need, schedule and coordinate and pay for psychiatric psychological and counseling services rendered to inmates.

DD. Proposer shall identify the need, schedule, and coordinate for the services of an eye care specialist when necessary.

EE. Proposer shall provide a medical detoxification program for drug and/or alcohol addicted inmates to be administered on-site.

FF. Proposer shall provide and pay for all equipment with a value of less than \$400 not covered under section XI, and supplies used in the health care delivery system administered under this contract.

GG. Blood specimen collection- The proposer will provide testing for arrested persons brought to the Rockdale County Jail for blood/alcohol detection following procedures required by the Georgia Bureau of Investigation, Department of Forensic Services.

6. Program Support Services- In addition to providing on-site services and personnel services and arranging for off-site services, the successful proposer will also be expected to provide professional management services to support the medical program. These additional programs support as follows:

A. Medical Audit Committee- The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program. The objective of the committee is to assure that quality health services are available to all inmates. The Jail Commander or his Designees will be included on this committee.

B. Quality Assurance Program- The medical director will establish a Quality Assurance Program for assuring that quality health care services are provided to inmates. This program will evaluate the health care provided to inmates both on-site and off-site for quality, appropriateness, and continuity of care; additionally, the following shall be provided:

1. In-service medical education programs for Sheriff's employees;
2. Personnel files shall be maintained on contractual personnel and made available to the Sheriff upon request;
3. The quality assurance program must be consistent with any requirements of the Sheriff, and may include but not be limited to audit and medical chart review procedures;
4. Periodic meetings shall be held between the Sheriff's staff and Contractor's staff to review significant issues and changes and to provide feedback relative to the quality assurance program

so that any deficiencies or recommendations may be acted upon. Also, when requested, the Contractor will provide appropriate personnel to participate in other meetings scheduled by the Jail Commander. This will include regular reports from the contractor in a form acceptable to the Jail Commander.

C. Cost Containment Program- The successful proposer must specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which the successful proposer plans to control health care costs, areas in which cost savings will be achieved and evidence of the success of such a program at other contract sites. This program must preserve NCCHC and ACA standards and must not compromise the standard of medical care provided to the inmate.

D. Management Information System- The successful proposer must indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services.

E. Complaint Procedure- The successful proposer must specify the policies and procedures to be followed in dealing with inmate complaints and grievances regarding any aspect of the health care delivery system in accordance with the Sheriff's regulations. The Contractor must maintain a close working relationship with the correctional staff that handles grievances, fully respond by the time required by them and promptly implement any needed action.

F. Policies and Procedures- The contractor must establish and implement written policies and procedures which comply with all standards and requirements of the contract and must conduct an annual review of its policies and procedures.

G. Accreditation - The Contractor must secure and maintain Medical Association of Georgia Accreditation according to NCCHC Standards and American Correctional Association Accreditation for the health care delivery system.

H. Strategic Planning and Consultation- The successful proposer must indicate its capability for strategic operational planning and medical and administrative consultation.

I. Proposers must express willingness to cooperate with officials on a program to charge inmates for inmate initiated medical requests. The charge for such services will be stipulated by the Sheriff and will be in accordance with applicable State laws; the successful proposer will be required to make appropriate reports as necessary and abide by procedures and regulations developed by the Sheriff.

7. Staffing- The successful proposer must provide sufficient health care personnel to provide all necessary medical services at the facility in accordance with applicable standards for medical care. Retention of health services staff is essential in order for the program to operate effectively. The Contractor must provide assurances that vacancies in any category will be replaced immediately but no longer than 30 days of the date of departure; temporary coverage for such vacancies must be arranged so that there will be no decrease in the total staff time devoted to this operation for any category of staff. A weekly staffing report must be provided to the Jail Commander identifying the actual staff time by individual and specialty if requested.

A. General

1. Discrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin. In all solicitations or advertisements employees, the contractor will state that it is an equal opportunity employer.

2. **Use of County Personnel and Inmates in the Provision of Health Care Services.** County personnel and/or inmates shall not be employed or otherwise engaged by either Contractor or County in the direct rendering of any health care services.
3. **County Satisfaction with Health Care Personnel.** If the Sheriff, Chief Deputy or Jail Commander becomes dissatisfied with any personnel provided by the Contractor or by any independent contractor, subcontractor or assignee, the Contractor in recognition of the sensitive nature of correctional healthcare shall following receipt of written notice from the County on the grounds of such dissatisfaction and in consideration of the reasons therefore, exercise best efforts to resolve the problem. If it is not resolved to the satisfaction of the County, the Contractor shall remove or shall cause any independent contractor, subcontractor or assignee to remove the individual. Should removal of an individual become necessary, the Contractor will be allowed a reasonable time to find an acceptable replacement in accordance with Section V, without penalty or any prejudice to the interests of the Company.

B. Administration Position Descriptions

Health Services Administrator

Health Services Administrator is responsible for the overall management of medical services for the Rockdale County Jail and serves as a clinical and administrative liaison for all medical departments. Uses NCCHC and ACA guidelines in accordance with company policy and Sheriff's Office SOP to facilitate, maintain, and implement measures to successfully operate a Medical Association of Georgia Accredited facility according to NCCHC Standards and American Correctional Association Accredited facility according to Performance-Based Standards for Adult Local Detention Facilities (ALDF), with a minimum average daily population of 500. This position requires a minimum bachelor's degree in a healthcare services field and a minimum certification as a registered nurse, with three years of experience in correctional healthcare departments of similar size or larger and scope as the Rockdale County Detention Center. The Health Services Administrator is on site a minimum of 5 days each week for a total of 40 hours.

Chronic Care Coordinator (CCC)

CCC manages and supervises the care of inmates that meet the criteria for chronic illness care, including mental illness. CCC coordinates inpatient and outpatient services to meet the prescribed needs of the inmate. CCC arranges transport with security staff and maintains communication with jail administration for the appropriate discharge planning of chronic care patients; identifying special need inmates upon intake and facilitating their care needs while incarcerated and upon release; and is responsible for the supervision and coordination of the quality improvement program and education. CCC supervises the discharge planning program and works with other coordinators in developing and implementing appropriate discharge plans for special need inmates.

C. Clinical Staffing / Services

Medical Director (MD)

MD is responsible for the clinical elements of the entire health care system, including professional duties, chronic care clinics, infirmary care, and is availability "on-call" twenty-four (24) hours per day, seven (7) days per week. MD supervises and is responsible for the medical activities of other clinical providers listed below. MD is responsible for all policies and procedures as required by NCCHC and ACA standards, and functions as a liaison with community resources, i.e., Health Department, EMS, and local hospital. MD must be a responsible physician who is licensed and board certified in Internal Medicine, Family Practice or equivalent specialty with a minimum of three years' experience in correctional healthcare. The Medical Director is onsite for Health Services Administrator for a minimum of 2 days each week for a total of 6 hours.

Midlevel Provider

Physician Assistant or Nurse Practitioner is responsible for advanced nursing care and may be used and are responsible for sick call requests, clinics, infirmary rounds, "on-call" duties and other services as directed by the Medical Director. The Midlevel Provider is on duty for a minimum of 3 days each week for a total of 12 hours.

Mental Health Director, Psychiatrist

Psychiatric physicians must be board certified or board eligible and residency trained in psychiatry. The psychiatrist is expected to provide clinical psychiatric services on a weekly basis and is on duty for a minimum of 1 day each week for a total of 2 hours.

Mental Health, Midlevel Provider

Physician Assistant or Nurse Practitioner is responsible for advanced nursing care and may be used and are responsible for sick call requests, clinics, infirmary rounds, "on-call" duties and other services as directed by the Medical Director. The Midlevel Provider is on duty for a minimum of 2 days each week for a total of 8 hours.

Mental Health Services Coordinator/MH Services Provider

MHC is responsible for coordinating a system for comprehensive mental healthcare during three phases of inmate incarceration: Intake, Confinement and Release. The MHC works with the Medical Director, Psychiatrist, Midlevel MH Provider and all other MH personnel to manage and provide mental health services to inmates at the Rockdale County Jail. MHC must be at minimum certified as a Licensed Clinical Social Worker or Licensed Professional Counselor with three years of correctional experience under the supervision of the Psychiatrist or MHD. In any case, the MHD will ensure that a licensed Mental Health professional is on duty a minimum of 7 days each week for a total of 76 hours to provide mental health services. This will include services covering 12 hours each weekday and 8 hours for each weekend day.

Dental Care

General Dentistry is to be provided on a weekly basis by appropriately trained dentists and assistants as required to meet NCCHC and ACA standards. The Dentist and Dental Assistant will each be on duty for a minimum of 1 day each week for a minimum of 6 hours for a total of 12 hours.

Obstetrical / Prenatal Care

Nurse Practitioner or Midwife is responsible for evaluating and providing clinical services to pregnant inmates as required by the responsible physician.

Orthopedics and Eye care

The Contractor will arrange for Orthopedics and Eye care services on an as needed basis by appropriately trained individuals.

Dialysis

The Contractor will arrange for Dialysis services to include all care ordered by the responsible physician.

RN Clinic/Infirmary services

Responsible for overseeing the general operational procedures of the infirmary while performing intensive nursing skills on higher acuity patients. Supervises other personnel in the Infirmary and Clinic and validates documentation. Performs assessments of new infirmary and special need inmates. Coordinates and facilitates daily infirmary rounds with medical and mental health providers. Responsible for overseeing the general operational procedures of the clinic while performing intensive nursing skills on higher acuity patients. Performs detailed assessments of

patients brought to the clinic for emergent or urgent conditions and triages them to the appropriate level of care. Coordinates and manages all specialty clinics and facilitates clinic call for medical and mental health providers. Responsible for the delegation of appropriate personnel to respond to emergent and urgent care calls in all units. Coordinates medical and security needs. Responsible for 24-hour chart checks, needle count, safety and equipment check each day. The Medical Director will ensure that licensed RN is on site 7 days each week for a total of 48 hours to provide medical services.

LPN Intake services

Responsible for overseeing the general operational procedures of the intake area while performing nursing skills on intakes. Performs detailed assessment on inmates with medical concerns. Facilitates the initiation of appropriate protocols and development of care plan for new intakes. Triage new and returning inmates to determine if any medical conditions exist that require special housing. The LPN must arrive at the Booking area to perform the screening as soon as possible, not to exceed 30 minutes from notification. The LPN responsible for Intake services will be on duty for a minimum of 7 days each week for a total of 168 hours.

LPN Clinic services

Responsible for assisting the RN with the daily functions of medical services including but not limited to assistance in carrying out Acts of Daily Living (ADL's), perform wound care, and laboratory and diagnostic testing on inmates, medication administration and other duties as directed by the Medical Director. When a higher-level provider is not on-site, responsible for the immediate response to all medical emergent and urgent calls in the Jail and facilitates 911 responses inside the jail. Performs emergency care interventions. The LPN responsible for Clinic services and will be on duty a minimum of 7 days each week for a total of 168 hours.

LPN Infirmary services

Responsible for assisting the RN with the daily functions of the infirmary. Provide special need inmates with assistance in caring out ADL's, perform wound care, and laboratory and diagnostic testing, medication administration and all other duties as directed by the Medical Director for inmates housed in the infirmary. When a higher-level provider is not on-site, responsible for the immediate response to all medical emergent and urgent calls in the Jail and facilitates 911 responses inside the jail. Performs emergency care interventions. The LPN responsible for Infirmary services will be on duty for a minimum of 7 days each week for a total of 168 hours.

Pharmacy services

LPNs are responsible for administering proper medication to inmates as prescribed per NCCHC and ACA standards. Medications are to be delivered twice daily in two-hour windows, 7 days weekly and more often as prescribed by the Medical Director. They organize and maintain the system for ordering medication from the contracted pharmacy provider. They catalogue and store medication appropriately, and transcribe provider orders and maintains utilization review of medications. Upon request from the inmate, the contractor will utilize a local pharmacy to provide prescription medication for seven (7) days after release.

Medical Records/Administrative Support Staff

Maintain and retain standardized medical records and their immediate access for clinical and administrative purposes. Conform to HIPPA rules and regulations. Organize medical charts; prepare lists and logs as required. The Medical Records/Administrative Support staff is on site a minimum of 5 days each week for a total of 40 hours.

8. Proposer shall maintain complete and accurate medical, mental health and dental records separate from the confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, or where medical care is at issue, the Contractor shall provide the

Sheriff with access to such records and, upon request, provide copies.

9. Proposers shall provide a consultation service to the Sheriff on any and all aspects of the health care delivery system including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter relating to this contract upon which the Sheriff seeks advice and counsel.

10. Policies and Procedures of the Contractor relating to medical care are generally to be established and implemented solely by the Contractor. In areas which impact upon the security and general administration of the Jail, the Policies and Procedures of the Contractor are subject to review and approval by the Sheriff or his designee. Without limiting the responsibility of the Contractor to make its own medical, mental health and dental judgments, or the discretion of the Sheriff to perform his responsibilities under law,

A. Drug and syringe security;

B. Alcohol and drug medical detoxification;

C. Identification, care and treatment of inmates with special medical needs, including but not limited to individuals with hepatitis, epilepsy, physical handicaps, those infected with Human Immunodeficiency Virus (HIV) and those with any other disease that can be sexually transmitted;

D. Suicide prevention;

E. The use of physical restraints; and identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves and others.

F. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves and others.

11. Contractor shall provide appropriate in-service educational programs. All full-time health care staff, except for dentists and physicians, will receive a minimum of 12 hours of in-service training per year. Selected topics which require staff training will be identified on an on-going basis through the quality assurance program.

12. Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on site; orientation regarding other facility operations will be the responsibility of the Sheriff's staff. Contractor shall distribute a written job description to each member of the health care staff which clearly delineates his/her assigned responsibilities. Contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

VI. PRICING

1. A base price quoted will provide professional staffing and complete program of administrative and health services for a base census count of 500 inmates at the Rockdale County Detention Center as described in these specifications for a twelve (12) month period from the original contract date. Any expense incurred in excess of that base price will be the responsibility of the Contractor except as specifically addressed in this specification. If the Contractor provides less staff hours than the contract requires, they will reimburse the County the cost charged to the County for the position and hours not provided.

2. A daily per diem charge for each inmate in excess of 500 base censuses may be quoted by the proposer. The same degree of health care will be provided to excess inmates as is provided to all other inmates. The only difference will be in pricing for each excess.

3. Renewal options in twelve-month increments may be exercised at the County's discretion and will occur automatically unless a specific written notice to the contrary is provided by the Contractor within 90 days of the renewal date. Renewals will provide for price adjustments up or down tied to the movement of the Medical Care component of the Consumer Price Index. (See Section XI for further details on how adjustments would be calculated).

4. Payment by the County will be made on a monthly basis.

5. Aggregate Cap for Expenses for Specialty Care:

A. The County acknowledges and agrees that it shall be responsible for payment of all costs and expenses associated with the provision of those services that occur for Specialty Care, when such costs and expenses exceed \$50,0000.00 for the first twelve (12) months of this Agreement (the Aggregate Cap Amount") and any subsequent twelve (12) month extensions of this Agreement. In addition to Specialty Care, advanced diagnostics (ultrasound, CT, etc.), chemotherapy and dialysis will apply to the Aggregate Cap. The Aggregate Cap shall be prorated for any partial twelve-month period under this Agreement. Until such time as the Aggregate Cap Amount is exceeded in any twelve-month period, the costs and expenses associated with the Specialty Care services shall be borne by the Contractor. The Contractor agrees to track and account for all such expenses on behalf of the County.

6. Reimbursement by State of Georgia Department of Corrections:

A. There are occasions when an inmate in the County jail is actually a State inmate. When that State inmate requires offsite medical treatment, the State Department of Corrections may reimburse the County for such expenses to the extent that the treatment occurred after the sentencing documents were received and recorded by the State.

B. Whenever such a situation occurs, the State will be expected to pay the expenses which will be forwarded to them by the Contractor.

7. The Contractor will be totally liable for all health care expenses for the infirmary, clinic and intake medical screening including all supplies, equipment and equipment maintenance not covered under section XI, prosthetic devices, medications, and any other related expenses. That responsibility begins at the time the inmate is accepted into the facility and continues while they are in physical custody at the facility regardless of the nature of the illness or injury or whether the illness or injury occurred prior to the individual's incarceration. The cost of medical services provided to inmates who become ill or are injured while on temporary release, work release, or escape status will not be the responsibility of the Contractor. However, inmates on a work detail who are supervised by County personnel and become injured will be the responsibility of the Contractor as long as they are returned to the facility to be examined/treated or are referred to a hospital by contractor personnel. These inmates must be part of the daily census count.

VII. JAIL SECURITY

1. The Contractor shall have no responsibility for the physical security of inmates in custody; the County will be responsible for such security. In the event that any medical directions for health services for any individual inmate or groups of inmates including but not limited to transfers to health care facilities, should not be acted upon by the County within a time limit specified in writing and agreed to by the Jail

Commander, the contractor shall thereby be released from all responsibility for harm directly caused by the delay. If circumstances exist where there is a perceived delay by the County in performing the requirements of this provision, it is the Contractors responsibility to contact the Shift Commander and the Jail Commander or his designee, notify them directly of the situation and that there is medical necessity that action be taken by the County to resolve the concern within a certain amount of time.

2. The county agrees not to confine any person in any hospital or infirmary for disciplinary reasons.

3. The Contractor shall have no responsibility for security or for the custody of any inmate at any time, such responsibility being solely that of the Sheriff's staff. The Contractor shall have sole responsibility in all matters of medical, mental health and dental judgment. The Contractor shall have primary, but no exclusive responsibility for all the identification, care and treatment of inmates who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate with the Contractor, and the Contractor shall support, assist and cooperate with the Sheriff whose decision in any nonmedical matter will be final. All decisions involving the exercise of medical, mental health and dental judgment still are the responsibility of the Contractor.

VIII. PROFESSIONAL LIABILITY

1. The Contractor shall maintain suitable general and professional liability insurance in the amount of One Million (\$1,000,000) Dollars per occurrence and three (\$3,000,000) Dollars in aggregate. Insurance shall specifically cover the services provided under this contract. Failure to maintain such insurance shall be grounds for termination of this contract. In addition, the Contractor will ensure that all physicians, dentist, nurses and other professional medical personnel rendering medical services pursuant to this contract will has suitable and appropriate professional liability insurance.

2. The Contractor's obligation under this section shall not extend to persons who are neither employee nor under contract with the Contractor.

3. Recognizing that there is a contract in effect currently, the successful proposer (should it not be the current Contractor) will not be expected to assume liability for conditions, procedures, quality of staff development, employee competence, etc., which existed prior to the initiation of the new contract. The new Contractor will assume full legal and professional liability for all claims arising from treatment or lack of treatment beginning on or after the effective date of the new contract.

4. The Contractor must agree to indemnify, hold harmless and defend the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance to this program or health care services. The Contractor will be acting and performing as an independent Contractor to provide professional services within the scope of the authority of the contract. Neither the County nor the Contractor will be liable to indemnify each other for actions, lawsuits, claims or liabilities (or portion thereof) of any kind whatsoever arising out of claims or judgments for "punitive damages".

IX. PERFORMANCE GUARANTEE

The Contractor guarantees to maintain Medical Association of Georgia Accreditation according to NCCHC standards and American Correctional Association Accreditation according to Performance-Based Standards for Adult Local Detention Facilities (ALDF), for the County during the contract period.

X. AUTOMATIC COST ESCALATOR

Renewals exercised by the County may be adjusted after the first year of the contract according to changes in the Consumer Price Index for the "medical care" component for all urban consumers, as related to the appropriate area in the United States. The CPI change shall be used for each new contract year, which shall be published for the fourth month (April) of the preceding contract year and compared to the same index for April of the previous year. The CPI adjustment shall affect the base fee and per diem and will be reflected in the billing for July of the renewal period. The adjusted base price will then be fixed for the twelve-month period beginning in July.

XI. COUNTY RESPONSIBILITIES

1. The County agrees to provide physical infirmary facilities as they currently exist: patient rooms each with beds and related furnishings suitable for a jail facility, examination rooms complete with equipment, medical storage facilities, dental equipment, office space, restrooms, nursing stations, and other related accouterments as are appropriate for a jail facility. The County will provide telephone equipment in the medical area and secure high-speed Internet access services. The County will pay for utilities, phone lines and internet access. Medical diets will be limited to those available from the food services Contractor unless prescribed otherwise by the Medical Director. The contractor will be responsible for conferring with the Food Services contractor for the provision of any other diet-related prescription. The County will provide linens to the inmates while they are in the jail infirmary. The County will provide janitorial services, air conditioning/heating, and water and will maintain the physical facility either by an on-site building maintenance staff or through a contractual arrangement as necessary.

2. The County will be responsible for security. The infirmary area is under constant visual surveillance by jail correctional officers. The County will maintain all electronic alarm systems and communication devices.

XII. DAILY INMATE CENSUS

1. A daily computer-generated census listing of all inmates constitutes the grouping of individuals for which the Contractor will be responsible for providing medical care.

2. Excluded from the Contractor's responsibility will be those inmates in custody at hospitals, on temporary release or furlough, including inmates temporarily released for the purpose of attending funerals or similar family emergencies; inmates on escape status, inmates on pass/parole/supervisory custody who do not sleep in the jail; and inmates in the custody of other police or penal jurisdictions.

XIII. PROTECTION OF RIGHTS

1. Neither the obligations nor the rights of the Contractor under this contract may be assigned by the Contractor without the express written consent of Rockdale County, which consent shall not be unreasonably withheld. Such authorized assignments shall, at the sole option of the County, terminate the contract and no notice of such termination shall be required.

2. The County retains the right to review and approve the policies and procedures of the Contractor in any other are affecting the performance of his responsibilities under the law.

3. The County shall have the right to suspend immediately the Contractor's performance under the contract or on an emergency basis whenever necessary, in the opinion of the county, to avert a life-threatening situation or other sufficiently serious deficiency.

4. The Contractor shall not release or deliver any of the medical records generated as a result of its

service required hereunder to the general public or local officials unless authorized in writing to do so by the County or ordered by court order or requires by applicable laws.

5. Any reports, information, data, etc. given to or prepared or assembled by the Contractor under the contract which the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the County or by court order or as required by applicable laws.

6. In addition to inspecting and reviewing the Contractor's services to determine their acceptability, the County shall be empowered to inspect and review the Contractor's services in progress at such reasonable times as desired by Rockdale County.

7. No reports or other documents produced in whole or part under the contract shall be the subject of an application for copyright by or on behalf of the Contractor, and all rights are reserved for Rockdale County.

8. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that they will not enter into any agreement or contract that creates a conflict of interest with the County. Contractor represents that the provisions of these statutes have not and will not be violated by the Contractor's performance there under.

9. The Sheriff or Jail Commander shall have the right to suspend a contracted employee.

The Contractor will always maintain full staff, according to this contract.

SUGGESTED STAFFING MATRIX									
Rockdale County Jail, GA								ADP:	500
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator (RN)	8	8	8	8	8			40	1.00
Medical Director*	10							10	0.25
PA/NP*		10	10		12			32	0.800
Administrative Assistant	8	8	8	8	8			40	1.00
RN- Infirmary	12	12	12	12	12	12	12	84	2.100
LPN- Intake	12	12	12	12	12	12	12	84	2.10
LPN Med Pass	24	24	24	24	24	24	24	168	4.20
Certified Medical Assistant	8	8	8	8	8			40	1.00
Dentist	8							8	0.200
Dental Assistant	8							8	0.200
Psychiatrist			2					2	0.050
Psychiatric NP	8			8				16	0.400
Licensed Mental Health Professional	10	10	10	10	14	14	12	80	2.00
Licensed Mental Health Professional (Grant)	10	10	10	10				40	1.00
Discharge Planner	8	8	8	8	8				1.00
TOTAL HOURS/FTE-Day								692	17.3
NIGHT SHIFT									
LPN-Med Pass	12	12	12	12	12	12	12	84	2.100
LPN- Intake	12	12	12	12	12	12	12	84	2.100
LPN Infirmary	12	12	12	12	12	12	12	84	2.100
TOTAL HOURS/FTE-Evening								252	6.30
TOTAL HOURS/FTE per week								944	23.6

*May substitute (1) hour of physician or Psychiatrist time for (2) hours of mid-level practitioner time with the same practice area, as necessary and with client approval.

PROPOSAL FORM

Instructions: Complete all **THREE** parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	Pricing, Per Month	\$
2.	Lump Sum (12 Month Period)	\$

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date) _____

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____

My commission expires (Date)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

Notary Public

My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

A. Revenues (Gross) _____

- | | | |
|----|--------------------------|-------|
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

2. YEAR PRIOR TO “1” ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

3. YEAR PRIOR TO “2” ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____
2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

- A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Project #2:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Project #3:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me

This _____ day of _____

Signature

Notary Public

My Commission Expires:

INMATE HEALTH CARE SERVICES AGREEMENT

The County reserves the right to revise this agreement as it is a sample agreement

THIS AGREEMENT (the "Agreement") entered into on this _____ day of _____, 2025, between _____, an Alabama Corporation whose address is _____ (hereinafter "Contractor") and Rockdale County, Georgia, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Contractor to provide Inmate Health Care services to the Rockdale County Jail; and

WHEREAS, Contractor is qualified to provide this service and desires to render Inmate Health Care services to the Rockdale County Jail as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. SCOPE OF SERVICES. Contractor agrees to provide all health care services and shall furnish all products, tools, equipment, skill and labor of every description necessary to carry out and to complete in a good firm, substantial workmanlike manner for health care services for the Rockdale County Jail, located at 911 Chambers Drive, Conyers, Georgia 30012, (hereinafter "Services"), and in accordance with the County's Request for Proposal (RFP) No. 25-08, and amendments, incorporated herein by reference, (hereinafter "Services"), and as described in Contractor's proposal dated _____, attached hereto and made a part hereof, and hereinafter referred to as the "Services". Contractor shall provide, at their expense, all vehicles, supplies, and equipment necessary to provide these Services. These Services shall be performed at the direction of the Rockdale County Sheriff or his designee and consistent with all federal, state, and local laws.

The Contract Documents, Requests for Proposal and Proposals are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner by the County. Wherever any of the terms and conditions set forth in Contractors Proposal, County's Request for Proposals, or this Agreement conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:

1. This Agreement,
2. County's Request for Proposals,
3. Contractor's Proposal.

2. PAYMENT. COUNTY shall pay CONTRACTOR an annual base of _____, payable in twelve (12) equal monthly installments of \$_____ for the Services provided under this Agreement, as set forth in Contractor's Proposal.

Contractor shall submit monthly invoices to County in a format acceptable by the County. The amount billed in each invoice shall be calculated as set forth in the Bid. The County shall endeavor to make payment to Consultant within thirty (30) days from receipt of invoice.

3. PERFORMANCE OF SERVICES. The manner in which the services are to be performed, and the specific hours to be worked by Contractor shall be determined by Contractor. The County will rely on Contractor to work as many hours as may be necessary to fulfill Contractor's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

4. DEFAULT AND TERMINATION. Failure to substantially perform the Services or fulfill obligations set forth hereunder shall constitute material default. Where either party believes there is a material default by the other party, the party claiming such default shall give written notice of the default to the other party within 15 days. The defaulting party shall have a reasonable time in which to correct or cure the default, provided, however, that such default shall be cured within 15 days unless otherwise agreed upon by the parties. Should either party materially default in the performance of any provision of this Agreement and fail to cure such default as provided herein, the other party shall be permitted to terminate this Agreement with 15 days written notice to the other party hereto. Termination of this Agreement shall not constitute waiver of any other remedy either party may have hereunder.

5. TERM/TERMINATION. The initial term of this Agreement shall be for one (1) year beginning from the date of execution by all parties. The parties may agree to renew this Agreement for four (4) additional one-year periods renewable each year under the same terms and conditions as the original Proposal, unless and until terminated as provided below.

Renewals exercised by the County may be adjusted after the first year of the contract according to changes in the Consumer Price Index for the "medical care" component for all urban consumers, as related to the appropriate area in the United States. The CPI change shall be used for each new contract year shall be that published for the fourth month (April) of the preceding contract year and compared to the same index for April of the previous year. The CPI adjustment shall affect the base fee and per diem and will be reflected in the billing for July of the renewal period. The adjusted base price will then be fixed for the twelve-month period beginning in July.

Either party, upon giving ninety (90) days written notice, may terminate this Agreement at any time with cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (2) days of receipt thereof.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to the County and not an employee of the County.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Contractor, or as a result of defective services under this Agreement.

8. ASSIGNMENT. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County Board of Commissioners
Attn: Tina Malone, Procurement Officer

P.O. Box 289
 Conyers, Georgia 30012
 770-278-7552, tina.malone@rockdalecountyga.gov

IF for Contractor:

Attn: _____

10. ENTIRE AGREEMENT. This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

11. CORPORATE AUTHORITY. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OR CONTRACTUAL RIGHT. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. FURTHER ASSURANCES. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

16. INTERPRETATION. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. VENUE & JURISDICTION. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. APPLICABLE LAW. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

CONTRACTOR

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____
JaNice Van Ness, Chair & CEO

Typed/Printed Name & Title

Attest:

Attest:

Corporate Secretary or Assistant
Corporate Secretary

Jennifer Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____ Date: _____



ROCKDALE COUNTY GOVERNMENT
EQUAL BUSINESS OPPORTUNITY PROGRAM

Rockdale County Government Equal Business Opportunity (“EBO”) Program ordinance promotes opportunities for Historically Underutilized Businesses (“HUBs”) and Small Business Enterprises (“SBEs”) and protects all contracting applicants from unlawful discrimination. Under the EBO ordinance, bids for any project totaling \$100,000 or more in value must demonstrate good faith efforts to make work available to HUBs and SBEs. The ordinance is aspirational and seeks to maximize contracting opportunities for HUBs and SBEs. Specific outreach and reporting requirements are detailed in the EBO Ordinance and accompanying EBO policy document adopted by the Rockdale County Board of Commissioners, both of which are attached here.

In accordance with the terms of the EBO ordinance, all contracting shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. No portion of the EBO ordinance requires contractors or subcontractors to make purchases of materials or equipment from HUBs who do not submit the lowest responsible, responsive bid.

Please refer to the attached EBO ordinance and EBO policy document for further details.

**ROCKDALE COUNTY GOVERNMENT
EBO PROGRAM
CONTRACT COMPLIANCE REQUIREMENTS**

**AFFIDAVIT – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION PLAN
(UTILIZATION PLAN)**

The Utilization Plan is designed to enhance the utilization of a Historically Underutilized Business (HUB) or a Small Business Enterprise (SBE) by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with bid/proposal.

DETERMINATION OF GOOD FAITH

The Prime Contractor must demonstrate that they have made reasonable, good faith efforts to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor regarding this project should be documented using the Subcontractor Contact Form.

AFFIDAVIT – CONTRACTOR ONLY USAGE

A contractor that performs all the work under a contract with its own workforce may submit an affidavit.

UTILIZATION REPORTING (Post Award)

The successful bidder/proposer will be required to report **all** payments to subcontractors, sub-consultants, and suppliers (if applicable) by the 15th day of the month to the EBO Administrator.

**ROCKDALE COUNTY GOVERNMENT
AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☐ a Historically Underutilized Business or Small Business Enterprise.

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
HUB or SBE Certified (Y or N)		HUB or SBE Certified (Y or N)	
Certified Agency		Certified Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project and provide a description of the work to be executed.

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

**AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION
(continued)**

CERTIFICATION: The undersigned certifies that he/she has read, understands, and agrees to be bound by the Bid/Proposer provisions. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:_____ **Title:**_____

Business or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

ROCKDALE COUNTY GOVERNMENT UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project by the 15th day of the month to the EBO Administrator.

Subcontractor or Supplier information

ITB or RFP #	Name	Contact Name	Contact Email Address	Contact Phone	Payment amount	Date of payment	Payment Method

Issues:

Vendor Name: _____

Printed Signature: _____

Date: _____

Title _____

INTERNAL USE ONLY	
Verified	_____
-	
Any Issues	_____
Verified by	_____

ROCKDALE COUNTY GOVERNMENT Subcontractor Contact Form Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.								
Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

Company Name: _____
Project # & Title: _____

Printed Signature: _____
Date: _____

Title _____

INTERNAL USE ONLY	
Date information verified	_____
Any Issues	_____
Verified by	_____

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ROCKDALE COUNTY, GEORGIA PROVIDING AUTHORIZATION FOR AN EQUAL OPPORTUNITY PROGRAM FOR ROCKDALE COUNTY

WHEREAS, it is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses;

WHEREAS, the Rockdale County Board of Commissioners promulgates this ordinance as the official policy of Rockdale County.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Rockdale County, Georgia, and it is, hereby, ordained by the authority of same, as follows:

That Division 3 of Article VI of Chapter 2 of the Code of Rockdale County, Georgia be amended, to create, as follows:

“Section 2-221. Equal Business Opportunity Program”

A. As used in this section:

1. The term “Contracting Authority” means any board, commission, body, or subdivisions of Rockdale County that exercises any authority to award a contract through a formal bidding process.
2. The term “Historically Underutilized Businesses” means a firm that is an independent and continuing enterprise for profit:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. Native American, that is, a person having origins in any of the original Indian peoples of North America; or
 - e. Female.
 - 4. The term "socially and economically disadvantaged individual" means a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. A veteran of the armed forces of the United States;
 - b. Physically or mentally disabled in a manner that substantially limits one or more of the major life activities of a person; or
 - c. Capable of demonstrating some other form of economic or social disadvantage, as articulated in 13 CFR § 124.104.
 - 5. The term "Small Business Enterprises" means a firm that is an independent and continuing enterprise for profit for which the gross revenues or number of employees, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed the size standard for its industry as defined by 13 CFR 121.201 (as further explained in 13 CFR 121.104 through 121.107), and is certified as such.
- B. It is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses.
 - C. All Contracting Authorities shall strive to maximize contracting opportunities with Historically Underutilized Businesses. Where feasible, preference should be given to such businesses that are in Rockdale County or that employ a majority of their workforce in Rockdale County.
 - D. All Contracting Authorities shall establish prior to solicitation of bids for any project totaling \$100,000 or more, the good faith efforts that it will take to make it feasible for Historically Underutilized Businesses to submit successful bids or proposals for the contract. Each first-tier subcontractor shall comply with the requirements applicable to contractors under this subsection.
 - E. Each bidder for a contract from a Contracting Authority shall identify on its bid the Historically Underutilized Businesses that it will use in fulfilling the contract and an affidavit listing the good faith efforts it has made pursuant to Subsection (G) of this section and the total dollar value of the bid that will be performed by the Historically Underutilized Businesses. A contractor that performs all the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:

- a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to, or more than the applicable goal of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
- b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or
2. With the approval of the Contracting Authority for good cause.

G. Before awarding a contract, the Contracting Authority shall do the following:

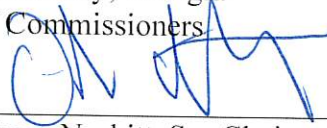
1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.
2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

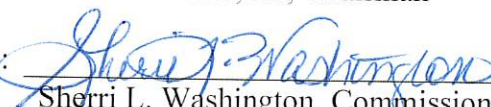
- a. A description of the work for which the bid is being solicited.
- b. The date, time, and location where bids are to be submitted.

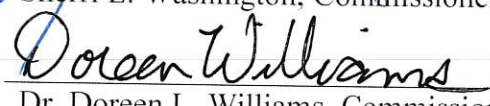
- c. The name of the individual within the public entity who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist.
- 3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized Businesses of the bid being sought.
- H. The Contracting Authority may designate certain procurement projects or contracts as available for bid and award only to certified Small Business Enterprises. The small business reserve designation for a particular project is discretionary on the part of the Contracting Authority and should be applied only where there is a reasonable expectation that there will be at least three responsible and responsive bids for certified Small Business Enterprises and that the award will be made at a fair market price/value. To obtain a small business reserve program project, the bidding Small Business Enterprise must self-perform a significant percentage of the contracted work (a minimum of 50 percent).
- I. All Contracting Authorities shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or disability status. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from Historically Underutilized Business who do not submit the lowest responsible, responsive bid or bids.
- J. Each Contracting Authority shall submit to the Board an annual report demonstrating compliance with this code section.
- K. Nothing herein shall apply to any contracts solicited or awarded before the passage of this code section.
- L. For any projects involving the use of federal funds, no term of this ordinance shall apply if it conflicts with the requirements imposed under federal law for that project.
- M. If any provision or clause of this code section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this code section which can be given effect without the invalid provision or application, and to this end the provisions of this code section are declared to be severable.
- N. The terms of this ordinance shall expire five years from the date of its enactment if not renewed by the Rockdale County Board of Commissioners.

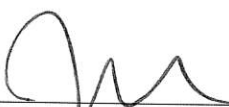
Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

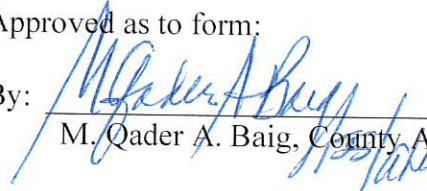
By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

By: 
Dr. Doreen L. Williams, Commissioner Post II

Attest:
By: 
Jennifer Rutledge, County Clerk

First Reading: 8/27/2024
Second Reading: waived

Approved as to form:
By: 
M. Qader A. Baig, County Attorney

EQUAL BUSINESS OPPORTUNITY

This document provides guidelines for implementation of the County's Equal Business Opportunity ordinance, which encourages maximization of contracting opportunities with Historically Underutilized Businesses.

I. PURPOSE

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. 0-2024-11]

II. DEFINITIONS

All terms used herein shall have the definitions provided in the EBO ordinance.

III. EBO MAXIMIZATION GOAL

To maximize contracting opportunities with Historically Underutilized Businesses, Contracting Authorities shall strive for a goal of at least fifteen percent (15%) of contracts being awarded to Historically Underutilized Businesses annually. This goal shall be measured by the total value of work for each County project, including projects done by a private entity on a facility to be leased or purchased by the County.

IV. ADMINISTRATION

- A. Administration of the EBO ordinance shall be done by the Finance department of Rockdale County (the "EBO Administrator").
- B. Prior to solicitation of bids for any project totaling \$100,000 or more, the EBO Administrator must have its Historically Underutilized Business participation outreach plans.
- C. Following solicitation of bids for any project totaling \$100,000 or more, the the EBO Administrator must have on file a report of its compliance with the Historically Underutilized Business participation outreach plan submitted pursuant to subsection B.
- D. The EBO Administrator shall prepare an annual report to the Rockdale County Board of Commissioners detailing all contracts solicited and all contracts awarded pursuant to the EBO ordinance. This report shall include the value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

V. CERTIFICATION

- A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:

1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;
2. Certification from any private party accredited to provide business certification; or
3. Self-certification as sworn to in a notarized statement or affidavit under penalty of perjury, with any accompanying documentation.

VI. OUTREACH ACTIVITIES

A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:

1. Attending trade fairs;
2. Hosting business workshops;
3. Hosting pre-bid conferences;
4. Advertising; and
5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

VII. GOOD FAITH EFFORTS

A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:

1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making the plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.
4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.
5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities.

Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.

7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.
8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.
9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

VIII. SUBCONTRACTING

Every contract awarded pursuant to the process outlines in the EBO ordinance shall include a provision requiring all first-tier subcontractors to comply with the requirements applicable to contractors under the EBO ordinance.

IX. INCORPORATION

A bidder's commitment to abide by the terms of the EBO ordinance, and the good faith efforts it intends to undertake, shall be incorporated into the terms of any contract awarded to that bidder.

X. SMALL BUSINESS ENTERPRISE

A. A Small Business Enterprise may be certified in the following ways:

1. a filed letter or other documentation from the United States Small Business Administration that establishes that the firm is certified as an 8(a) firm, small business enterprise, small disadvantaged business enterprise, or HUBZone firm;
2. a letter or other documentation from the City of Atlanta, MARTA, or Georgia Department of Transportation (GDOT) that establishes that the firm is certified as a DBE; or
3. small business certification from a certifying agency within Georgia that applies the small business size standards consistent with or less than the applicable revenue and employment size standards for small businesses established by the United States Small Business Administration and meets other county criteria related to SBE certification.

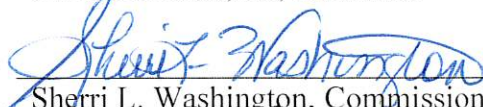
XI. REPORTING

- A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:
1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
 2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
 3. Whether each contract was ultimately awarded to a Historically Underutilized Business or Small Business Enterprise; and
 4. The value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.
- B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

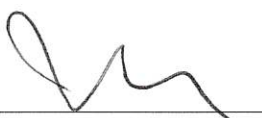
Approved this 27th day of August, 2024.

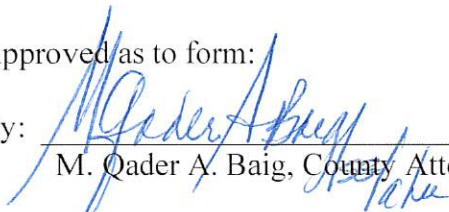
Rockdale County, Georgia
Board of Commissioners

By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

By: 
Dr. Doreen L. Williams, Commissioner Post II

Attest: 
By: _____
Jennifer Rutledge, County Clerk

Approved as to form:
By: 
M. Qader A. Baig, County Attorney

PROPOSAL CHECKLIST

_____ **TWO (2) HARDCOPIES (one (1) original, one (1) photocopy), and ONE FLASH DRIVE (containing a copy of the Proposal and the Price Proposal in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

- _____ **Proposal Form (See Page 28)**
- _____ **All Applicable Affidavit Forms (See Pages 29-34)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 35-39)**
- _____ **Subcontractors (See Page 44)**
- _____ **Equal Business Opportunity Forms (See Pages 45-59)**
- _____ **Proof of Business License**

The purpose of this checklist is to remind proposers of the documents generally required for the proposal submittal. It is the proposer's responsibility to include additional documents requested in the proposal that may not be shown on the checklist.