## **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



#### FINANCE DEPARTMENT

**PURCHASING DIVISION** 

100 TENTH STREET, COLUMBUS, GEORGIA 31901 P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340 706-653-4105, Fax 706-225-3033 www.columbusga.org

Date: April 6, 2018

REQUEST FOR PROPOSALS:	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:
RFP No. 18-0019	INMATE MEDICAL & PHARMACY SERVICES FOR MUSCOGEE COUNTY JAIL (ANNUAL CONTRACT)
GENERAL SCOPE	Provide comprehensive medical and pharmacy services to inmates incarcerated in the Muscogee County Jail, in accordance with the specifications set forth herein.
NON-MANDATORY SITE VISIT	No later than seven (7) business days before the proposal due date, vendors desiring to do so may schedule a site visit to view the Clinic of the Muscogee County Jail. To schedule the site visit, contact Capt. Robert Trombley at 706-329-3763 or <a href="mailto:rtrombley@columbusga.org">rtrombley@columbusga.org</a> . Vendors are not required, but are strongly encouraged, to attend the Non-Mandatory Site Visit. Questions/concerns resulting from the Site Visit must be submitted in writing to the Purchasing Division, as specified on pages 9 and 10.
DUE DATE	MAY 4, 2018 - 5:00 PM (EASTERN)
	Sealed proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5 <sup>th</sup> Floor, Government Center Tower, 100 Tenth Street, Columbus, GA.
ADDENDA	<u>IMPORTANT INFORMATION</u>
	The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a> . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 3.

Andrea J. McCorvey, Purchasing Division Manager



# IMPORTANT INFORMATION E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace to receive future procurement notifications at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

# STATEMENT OF "NO PROPOSAL SUBMISSION"

## Notify the Purchasing Division if you do not intend to submit a Proposal:

Email <u>BidOpportunities@ColumbusGA.org</u> or return this form, via fax or mail, to:

Fax number 706-225-3033

Attn: Della Lewis, CPPB, Buyer Specialist Columbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for <u>RFP No. 18-0019</u> for <u>Inmate Medical & Pharmacy Services for Muscogee County Jail (Annual Contract)</u> for the following reason(s):

Specifications are too "tight", i.e. gearedThere is insufficient time to respond.	towards one brand or manufacturer (explain below)				
We do not offer this product and/or servi	ice.				
We are unable to meet specifications.					
We are unable to meet bond requirement					
Specifications are unclear (explain below					
We are unable to meet insurance require					
Remove us from your vendor list for this	s commodity or service.				
Other (specify below)					
Comments					
	not completed and returned, Columbus Consolidated om its bidder list for this commodity or service.				
	COMPANY NAME:				
	AGENT:				
	DATE:				
	DATE.				
	TELEPHONE NUMBER:				
	ADDRESS:				

# PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 AND 3-111 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

# 3-110 <u>Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above</u>

#### (1) <u>Conditions for Use</u>

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, <u>Purchasing Limits</u>. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

## A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

#### **B.** Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

#### C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

#### **D.** Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

### E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of

and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

#### F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offerer. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

# DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

# **QUESTION/CLARIFICATION FORM**

Date:	_					
То:	Della Lewis, Email <u>BidOp</u> Fax (706) 22	Buyer Specialist portunities@Columbus 5-3033	GA.org or			
Re:	RFP No. 18- Contract)	.0019 - Inmate Medical & Pharmacy Services for Muscogee County Jail (Annua				il (Annual
Quest	ions and reques	ts for clarification must	be submitted at least		ys before th	e due date:
	From:					
		Company Name		Website		
		Representative		Email Address		
		Complete Address		City	State	Zip
		Telephone Number		Fax Number		

# COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Inmate Medical & Pharmacy Services for Muscogee County Jail (Annual Contract) RFP No. 18-0019

Provide comprehensive medical and pharmacy services to inmates incarcerated in the Muscogee County Jail, in accordance with the specifications set forth herein.

#### A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: MAY 4, 2018 NO LATER THAN 5:00 PM (Eastern). Submit one (1) original and seven (7) identical copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government - Purchasing Division

RE: Inmate Medical & Pharmacy Services for Muscogee County Jail

(Annual Contract) - RFP No. 18-0019

Mail: P.O. Box 1340

Columbus, Georgia 31902-1340

Deliver: 100 10th Street

Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

#### B. <u>RECEIPT OF PROPOSALS:</u>

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

#### C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for

subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

### D. **QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

#### E. <u>PUBLIC INFORMATION:</u>

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

### F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

#### G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

#### H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

### I. <u>INDEMNITY:</u>

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

#### J. <u>DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:</u>

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the

performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

#### K. <u>AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:</u>

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

#### L. <u>SPECIFICATION DESCRIPTIONS:</u>

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

#### M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

#### N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

#### O. <u>FEDERAL, STATE, LOCAL LAWS:</u>

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

## P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

#### Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

#### R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and

elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

### S. TERMINATION OF CONTRACT:

1. **Default**: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation: Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

### T. <u>TIME FOR CONSIDERATION</u>:

Due to the evaluation process, proposals must remain in effect for at least 120 days after date of receipt.

### U. <u>CONTRACT AWARD</u>:

Award of this contract will be made in the best interest of the City.

#### V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

#### W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

## X. <u>FINAL CONTRACT DOCUMENTS:</u>

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

### Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

#### **Z.** PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

#### **NOTICE TO VENDORS**

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

## INMATE MEDICAL & PHARMACY SERVICES FOR MUSCOGEE COUNTY JAIL (ANNUAL CONTRACT) RFP NO. 18-0019

## I. INTRODUCTION

It is the intent of Columbus Consolidated Government (the City) and the Muscogee County Sheriff's Office (MCSO) to enter into an annual contract with a qualified medical correctional provider for comprehensive medical and pharmacy services to those patients incarcerated in the Muscogee County Jail (MCJ). These medical services will reflect the NCCHC and ACA medical standards for jails and prisons and will be commensurate with the accepted community standard of care. These services are further delineated in **Appendix A**. Refer to **Appendix B** for frequently asked questions and **Appendix C** for current staffing.

Correctional Healthcare Companies, LLC (Greenwood Village, CO) is the current provider of inmate medical and pharmacy services. The monthly cost for the medical services is \$229,029.13 and the pharmacy services are provided at pass-through cost with a management fee of 3%.

## II. VENDOR QUALIFICATION

- A. Five (5) years successful experience providing comprehensive health care to large jails with a population over 1000 inmates.
- B. Five (5) years of successful experience providing comprehensive health care to state, county, or private prisons.
- C. Successful NCCHC or ACA accreditation of at least one large jail.

#### III. TRANSITION PERIOD

Columbus Consolidated Government and Correctional Healthcare Companies, LLC have exhausted all renewals for the contract, which will expire on **August 31, 2018**. If the incumbent contractor is not awarded this contract, the successful contractor is expected to coordinate with Correctional Healthcare Companies, LLC to effect a smooth transition.

#### IV. TERM AND CONDITIONS

**A.** The term of this contract will be for two years, with an option to renew for three (3) additional twelvementh periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

#### **B.** Termination for Convenience

For the protection of both parties, either party giving 90 days prior notice in writing to the other party may cancel this contract.

### V. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

### VI. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached Insurance Checklist (Form 3). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

#### VII. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see <a href="http://www.dol.state.ga.us/spotlight/sp\_sb\_529\_new\_rules.htm">http://www.dol.state.ga.us/spotlight/sp\_sb\_529\_new\_rules.htm</a>). A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

#### IX. PROPOSAL PREPARATION AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission; divide each section with identifying tabs.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify Affidavit, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

## PART A. TECHNICAL PROPOSAL

#### **Section 1:** Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the business must sign the transmittal letter.

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 1)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a>.

### **Section 3:** Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: <a href="https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm">https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</a>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

## **Section 4: Experience and Qualifications**

This section shall address the firm's ability to fulfill the requirements of the RFP. Provide responses to the following:

- A. Describe in detail the firm's ability and experience in providing the medical and pharmacy services to incarcerated clients, as specified in Appendix A, as well as other clients with similar needs.
- B. Provide the names and titles of professional staff, including administrative, medical and pharmacy personnel, who will be dedicated to this contract to perform the services required. Provide copies of resumes, medical licenses, credentials, etc.
- C. Attach additional facts about your firm that you feel will be an asset in evaluating your proposal.

#### **Section 5:** Client Work History

Use **Form 2** to provide details of the last three (3) state, county or private jails/prison for which you have provided the specified services. The City reserves the right to contact additional clients not listed.

#### **Section 6: Service Plan**

- A. Describe the firm's understanding of the Scope of Services.
- B. Provide a written narrative, which demonstrates the method, or manner in which the offeror proposes to satisfy the requirements of this Request for Proposals. Include a proposed transition plan, and the requirements from Columbus Consolidated Government and the incumbent contractor, in the event the incumbent contractor is not awarded the new contract.
- C. Provide a list of all known equipment that will be provided by the vendor, or must be provided by the Muscogee County Jail, under this contract.
- D. Describe any similar contracts vendor is currently awarded and their duration. Include the entity name and contact person, project, location, services provided, date of completion, and contact telephone and email.

### **Section 7:** Cost Proposal (subject to negotiations)

Use **Form 5** to provide annual fees for medical services, which will be paid in twelve (12) equal monthly installments, and the percentage for pharmacy services. Delineate other associated costs required to provide the services but are not included in the annual fee.

### **Section 8:** Contract Signature Page

Complete **Form 6**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal and negotiation documents; and any clarification documents.

Per Section 8 below, the firm's agreement/contract form may be incorporated into the contract; subject to review and approval by the City's Legal Department.

### **Section 9: Agreement/Contract Form** (*If Applicable*)

Provide a copy of any and all Agreement(s)/Contract Form(s) the City would be required to sign prior to entering into a contract with your firm.

## PART B. BUSINESS REQUIREMENTS

# IN A SEPARATE ENVELOPE, SUBMIT *ONE* (1) COPY OF THE FOLLOWING DOCUMENTS:

- 1. Provide Insurance Checklist (Form 3) or Certificate of Insurance
- 3. W-9 (Form 4)
- 4. Provide a current <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

#### X. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation Weight	Weight
A. Experience and Qualifications	40%
B. Service Plan	40%
C. Client Work History	15%
D. Proposed Cost (subject to negotiations)	5%
Total	100%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

## **APPENDIX** A

## **CONTRACT REQUIREMENTS**

#### I. SCOPE OF SERVICES

Contractor will be required to provide the staffing, supplies, in-clinic contracts, systems, and administration to provide the following services to the patients at the Muscogee County Jail within the time frame and to a level of quality, which will meet the standards published in the NCCHC Guidelines for both Jails and Prisons. The medical and pharmacy services shall be provided in accordance with all state and federal laws and guidelines. The following list will serve as a minimum expectation of services the vendor will be required to provide within the scope of this contract:

#### A. Health Care Services:

- 1. Intake screening
- 2. 14-day physicals
- 3. Sick call
- 4. Chronic Care
- 5. Medication Delivery
- 6. Nursing Services
- 7. Emergency Services
- 8. Women's Health Services
- 9. Referrals to Hospital and Specialty Care (vendor not financially responsible for bills)
- 10. Case Management
- 11. Utilization Management
- 12. Prior Authorization
- 13. Billing Adjudication
- 14. Quality Assurance/Quality Improvement
- 15. Inmate Health Education
- 16. Medical Records Management
- 17. Expendable Medical Supplies (includes all expendables in sufficient quantity to execute daily delivery of medical care such as antifungal creams, dressings, over the counter analgesics, cold medicines), (excludes pharmacy orders for prescription meds)
- 18. All office supplies, printing, postage, manuals, telephones, and computers not directly involved in the actual point of delivery inmate medical care will be the responsibility of the vendor.
- 19. Formulary Development and Management
- 20. In clinic labs (includes contract with lab services provider)
- 21. In clinic x-ray services (includes contract with mobile x-ray)
- 22. Dental services (will not include costs associated with partials, dentures, and oral surgery conducted off site)
- 23. Hazardous Waste Management and Disposal (includes contract with waste management disposal company)
- 24. Vendor is responsible for providing its employees with all equipment required for conducting routine medical assessments and procedures to include but not limited to any devices use to assess vital signs, Doppler's, stethoscopes, glucometers and test strips, dressings, suture kits etc.
- 25. Drugs and Alcohol Withdrawal and Detox.
- 26. Vendor is responsible for filing Medicare.

#### B. Pharmacy Services

- 1. Formulary and non-formulary oversight
- 2. Prescribing and dispensing of medications
- 3. Recordkeeping
- 4. Management data and reports quantifying medications ordered, processed, delivered, and disposed.
- 5. Reports shall be delivered in a mutually agreed upon HIPAA-compliant format.
- 6. Secure and proper storage of all medications in accordance with NCCHC standards, Muscogee County Jail policy, and applicable state and federal laws.
- 7. Contracted vendor shall invoice (monthly) the Muscogee County Jail for amounts paid by the contracted vendor, on behalf of the Muscogee County Jail for pharmacy services, and cost details for the same, plus the management fee (percentage).

#### II. PERSONNEL/STAFFING

Vendor will be required to recruit, train, and manage all clinical staff. The Muscogee County Sheriff's Office (MCSO) has provided a sample-staffing matrix below, but vendors are encouraged to offer innovative ways to enhance the delivery of care with more efficient staffing models. Any changes in population or standard of care set forth in the NCCHC Jail and Prison Standards that may require an adjustment in the staffing level agreed upon in the original contract may be discussed between the MCSO, MCJ and the vendor. If an agreement in staffing or service levels cannot be met then either party may terminate upon 90 days written notice.

Staffing Matrix Proposed by the MCSO for the Muscogee County Jail

	<b>Position</b>	Fulltime Employees
1.	Medical Director	.80
2.	NP/PA	1.00
3.	Dentist	.75
4.	Dental Asst.	.75
5.	H.S.A	1.00
6.	DON	1.00
7.	Admin Asst.	1.00
8.	Registered Nurse	6.20
9.	Licensed Practical N	urse 16.70
10.	Medical Assistant	4.20
11.	Medical Records Cle	rk 3.00
	To	tal 36.40

## III. VENDOR REQUIREMENTS

- A. Vendor will be responsible for arranging emergency service and emergency transport. Vendor will not be financially responsible for emergency room costs or the cost of transport.
- B. Vendor will be responsible for arranging hospital and specialty care. Vendor will not be responsible for the costs of either hospital or specialty care.
- C. Vendor will not be responsible for elective care. Elective care is any treatment or medical intervention not required to prevent deterioration in the patient's health or required to avoid obvious harm to the inmate/patient. The vendor's Medical Director will determine what treatments, interventions, therapies and pharmaceuticals are elective as opposed to those

- required to maintain the patients' health.
- D. Vendor will be required to provide emergency services to anyone on the property of the MCJ to include visitors, other contractors and staff. The vendor is not responsible for any costs associated with transport of follow on care provided to these patients.
- E. Vendor is responsible for providing the MCJ with a pharmaceutical formulary, which includes an objective process and peer oversight/ prior authorization for any prescriptions, which deviate from the base line first tier drug formulary. The vendor is NOT responsible for the cost associated with any prescription, which is derived from the formulary and/or follows the process agreed upon for ordering non-formulary drugs. In those cases in which the vendor's provider does not follow the formulary or the process for of prior authorization for ordering non-formulary drugs the vendor WILL be responsible for the cost associated with that prescription.
- F. Vendor will be responsible for all Utilization Management and Claims Adjudication for any off site hospitalization or specialty care. The vendor will be identified as the administrative agent for all off-site medical care for the MCSO. The vendor will not be financially responsible for any off-site specialty or hospital care.
- G. Vendor will bill the MCSO 30 days after the end of the contract quarter for reimbursement equal to all the money the vendor has paid off-site medical services on behalf of the MCSO. The MCSO will submit payment to the vendor equal to the amount the vendor has billed within 30 days of receipt.
- H. The MCSO will provide all the office space, clinic space, durable medical equipment and security that will be required by the vendor to allow the vendor to provide medical services to inmate/patients within the time frame and of the quality required by the published NCCHC and ACA standards.
- I. Vendor will not be responsible for mental health treatment.
- J. Vendor will provide monthly summary reports on clinical services to the MCSO. These reports will include as a minimum the following:
  - 1. Number of patients on Psychotropic Drugs
  - 2. Pregnancy Management
  - 3. Treatment of patients with alcohol and drug abuse issues
  - 4. Any use of restraints
  - 5. Any use of forced medications
  - 6. Sick call
  - 7. Chronic care
  - 8. Physicals
  - 9. Intake Screening
  - 10. TB prevention
  - 11. Infection Control Tracking
  - 12. HIV Treatment
  - 13. Staffing report with actual FTEs, hours worked and level of professional certifications.
  - 14. Any sentinel events
  - 15. Legal Cases
  - 16. Dental Sick Call
  - 17. Vision Screening
  - 18. Referrals to outside specialists
  - 19. Any refusals of care by patients
  - 20. Any refusals of medication
  - 21. Narcotics counts
  - 22. Emergency Room visits (requires additional documentation and justification)
  - 23. Specialist visits (requires additional documentation and justification)
  - 24. Penalties for non-compliance

#### IV. SUMMARY

The MCSO has purposely elected to not describe the methods of and procedures by which the selected vendor will execute the medical and pharmacy services they will be contracted to provide. Rather we expect that the vendor will be cognizant of the NCCHC, ACA, and evolving legal/ medical environment from which the concept of "Community Standard of Care" is derived. We expect that the selected vendor can articulate innovative, efficient practices that will ensure the inmate/patient receives the quality of care required to protect their health, meets this community's expectation of humaneness and applies the investment the taxpayers have made as effectively as possible.

## **APPENDIX B**

# **QUESTIONS/CLARIFICATION REQUESTS**

The following information was provided during the previous RFP in 2013. These responses have been updated with current information.

1. How many inmate beds are at the Muscogee County Jail?

Response: Muscogee County Jail has 1195.

2. How many intakes are done daily and annually at the Muscogee County Jail?

Response: MCJ – 45 per day and about 16,500 annually.

3. On average, how many females, juveniles, state and federal Inmates are held at the facility?

Response: MCJ has 150 females, 0 juveniles, 125 state inmates, and 2 federal inmates.

4. How many medical beds are at the Muscogee County Jail?

Response: MCJ has 26.

5. What is the average length of stay for inmates in the Muscogee County Jail?

Response: 27 days

6. Does the nursing staff currently work 12 or 8 hour shifts?

Response: All nursing staff are 12 hour shifts. Med Techs and Records Clerks are 8 hour personnel.

7. Are there any current or pending lawsuits or is the County under any Consent Orders/Decrees because of medical care?

Response: There is a consent decree from 1999, which covers medical.

8. Are medical services provided to the Inmates 24/7? If not, would the County like to have medical services provided at each facility 24/7?

Response: We currently provide medical services 24/7 and expect 24/7 from the contractor.

9. What Jail Management System does the facility use?

Response: In house designed mainframe system.

10. Does the County currently utilize an Electronic Medical Records system? Does the County have any interest in doing so?

Response: Electronic Medical Records are provided by current contracted vendor.

11. Does the County currently utilize telemedicine? Does the County have any interest in doing so?

Response: No

12. How many x-rays are done onsite?

Response: 40 per week.

13. Who is the current mobile x-ray provider?

Response: HCX provides x-rays; they do not currently provide mammograms or ultrasound.

14. Are dental services provided on-site? If so, is the x-ray machine digital or analog?

Response: Yes dental services on site, we have an Analog X-Ray Machine.

15. How many dental x-rays are taken and read annually?

Response: This is not available.

16. Who is responsible for the costs of dental services?

Response: The contractor is responsible for all dental services.

17. How many patients are seen by dentist per week?

Response: Approximately 55 per week.

18. How many patients tested positive for TB in 2016? In 2017?

Response: Approximately 48 positive PPDs but no positive TB patients.

19. Does the facility have at least one functioning negative pressure room?

Response: No

20. What is the annual average # of pregnant females?

Response: On average there are 3 pregnant females in the MCJ at any time.

21. Are OB/GYN services currently being provided on-site?

Response: No

22. Who is the current hazardous waste/Medical Waste provider?

Response: Steri-cycle.

23. How many inmates were hemophiliacs in 2016? In 2017?

Response: None

24. How many inmates are HIV+ in 2016? In 2017?

Response: 2016-28, 2017-25

25. How many inmates require a methadone clinic in 2016? In 2017?

Response: The MCJ provides methadone to pregnant females who are already on methadone or require withdrawal support.

26. How many inmates are on psychotropic medications in 2016? In 2017?

Response: June 2016-Dec 2016- 375; Jan 2017-July 2017- 311; August 2017-Dec 2017-404

27. What is the average daily population at the jail?

Response: 2016- Ave Pop 1010, 2017- Ave Pop 1014, 2018 -Ave Pop 1016

28. Does the jail have an infirmary? How many beds? Negative air flow rooms?

Response: Jail does have an Infirmary; 26beds; No negative air flow rooms.

29. Is there a dental operatory suite on-site?

Response: Yes

30. Please provide a list of equipment available for vendor use.

Response: The clinic has the following equipment:

2 Dental Chairs (both in good repair)

**Dental x-rays** 

Centrifuges

Doppler's,

Nebulizers.

**EKG** machines

**Suction devices** 

Automated vital sign machines

The clinic also has copiers, 14 computers, and a number of printers. We have 3 exam tables and adequate desks and cabinets in every exam room.

31. Is the vendor expected to pay for all offsite care upfront and then seek reimbursement for same?

Response: Yes.

36. Does ownership of equipment purchased by the vendor chosen transfer to the County Jail?

Response: This is open to negotiation.

37. Does the County Jail have an inmate grievance policy? Is it in electronic or paper format?

Response: The MCJ has an electronic grievance system in place.

38. Does the County Jail have agreements with local hospitals or other offsite health care providers?

Response: Yes

39. What is the approved bed size for the County Jail?

Response: 1069

40. Average number of inmates on dialysis at the County Jail?

Response: We have 6 on average per year.

41. Annual number of bookings/intakes at the County Jail?

Response: 16,500 per year

42. Can the County provide a list of current medical equipment at the County Jail?

Response: No, we have most routine equipment to include an EKG machine.

43. Please identify the current LAN/WAN infrastructure through the jail that will be made available to the vendor. Please include backbone, bandwidth and interconnectivity specification.

Response: Ethernet infrastructure connecting at 100 Mbps. The Jail has wireless access at 56 Mbps.

- 44. Please identify the Muscogee County's current Offender/Jail Management System by vendor and version. Response: The JMS is a program built by the City's Information Technology Department.
- 45. Is it the intention of Muscogee County to provide any necessary computers, printers or scanners that will be required for the implementation of an EHR solution?

Response: Yes, it the intents to provide all the hardware required for an E.H.R.

46. Regarding the PC's/hardware for medical treatment and documentation, whether provided by the vendor or the County: Will the County provide internet connectivity back to the selected vendor's secure datacenter applications for a hosted HER, personnel management and any necessary reporting?

Response: Yes.

47. The dental suite has old equipment, is that equipment all in working order? Is everything available for dentist to come in and do x-rays and extractions?

Response: Yes.

48. On average, how many daily intakes?

Response: 35 to 40

49. On average, how many daily releases?

Response: 35 to 40

50. Sick call is completed on the floors is there wireless internet and computers available in each area sick call is performed?

Response: Yes.

51. Is pill pass required for all county inmates at the Jail or are some of the inmates allowed to keep medications on them?

Response: No KOP.

52. What is the daily average number of inmates on suicide watch?

Response: Four.

53. How many inmate deaths in the past 12 months? **Response: 3-27-17 through 3-27-18, three deaths.** 

54. Are your facility NCCHC or ACA accredited?

Response: No.

55. What is your current population Jail?

Response: 1014

56. What hospital provider do you currently use at Muscogee County Jail?

Response: Columbus Regional.

57. Who is the current Lab provider?

Response: Clinical Pathologies.

58. Do they provide phlebotomists?

Response: No.

59. Is the successful vendor required to adhere to your pharmacy formulary or may we recommend our own formulary that is cost effective?

Response: We are open to the best, most cost effective formulary without regard to who provides it.

60. What accreditation body is required for this contract?

Response: No

61. How many medication carts are available? How many delivery sites are required?

Response: 4 carts, with a deliver point on each floor.

62. Do you test at intake for HIV? For Hep C? Do you require treatment for these diseases throughout incarceration?

Response: There is no mandate to test for these diseases. However we test on request and treat if the Disease meets the current expected criteria for treatment, if in a doctor's opinion treatment is warranted, or if the patient is currently in treatment.

63. Is the successful vendor responsible for pediatric care of newborns?

Response: No.

64. Is the successful vendor responsible for abortions?

Response: No.

65. How much has been expended for overall medical care for inmates for each of the past two years? Response: The City requests proposals that are limited to on-site care, on-site supplies, staffing and bill management (third party administration). The total cost of health care is beyond the scope of this RFP.

66. Is the Muscogee County Jail equipped with WIFI or Hard Data wires?

**Response: Yes** 

67. What form of inmate ID is used at the Muscogee County Jail (wrist band, ID card, etc.)? Are inmate IDs bar coded? If not, is the Jail capable of implementing a bar code system?

Response: MCJ has a bar code system.

- 68. Does the Muscogee County Jail have a Medical Co-Pay? If so, can you please provide the schedule? **Response: Yes, \$5.00 for each inmate request.**
- 69. How is Off-Site Security Watch handled? Do they use on-duty officers, comp. time, overtime, etc.? **Response: The Jail management provides off site security.**
- 70. What OTC medications are inmates allowed to purchase through the commissary? Please provide order sheet. **Response: Inmates can get cold packs, aspirin and Tylenol etc.**
- 71. Are screenings conducted at intake and can the MCSO refuse admittance to inmates? **Response: Yes.**
- 72. Please confirm that a nurse is responsible for constant watch of suicidal patients during the day shift at the Jail.

Response: Currently a medical staff member is responsible for suicide watch.

- 73. Please confirm the vendor will only be reimbursed for off-site claim expenses quarterly. **Response: The vendor can request either monthly or quarterly reimbursement.**
- 74. Please provide any currently applicable settlement agreement, memorandum of understanding, or other binding agreement between a Court or the US Department of Justice and the Columbus Consolidated Government, Muscogee County Sheriff's Office, Muscogee County Jail, or other entity under which the operations of the jail, including the services to be proposed as defined in this RFP, are subject to review, inspection, and compliance.

Response: Available through Georgia Open Records Act.

- 75. If, in the past, there was such an agreement, please confirm that the agreement is no longer applicable. **Response: The consent decree is still in place.**
- 76. For any agreement that is currently applicable please provide the report of the last agency, court, or reviewer's survey.
- 77. Response: Information unavailable.
- 78. Please provide all off-site utilization statistics for the past 24 months by type of services and provider. **Response: These statistics are not available; maybe outside the scope of the RFP.**
- 79. Please clarify what is meant by "Billing adjudication" in section I A -13 if the vendor is not responsible for off-site cost?

Response: We want the vendor to review the bill, make sure the patient was ours and the procedure is authorized, and then pay the bill according to the Medicaid rate or the Contracted rate.

80. Will the vendor be responsible for adjudicating and processing all claims and reconciling them with the county for payment? Please clarify the process or if providers will direct bill the County.

Response: The intent is for bills to be sent to the vendor to be evaluated and paid and then for the vendor to receive reimbursement from the City.

81. We understand that the vendor will be financially responsible for onsite lab and x-ray services. Please clarify if the vendor is responsible for both the management and the financial obligations that pertain to these in-

clinic contracts.

Response: The vendor may negotiate and manage these contracts as they determine is in the best interest of the City and the management of the clinic. The vendor can retain the current contractors or establish relationships with new contractors.

82. We understand that the City is requesting vendors' provide staffing matrices to enhance the care currently being provided onsite. Are vendors required to include a price based upon the staffing matrices proposed by the MCSO in the RFP as well? If the staffing matrices in the RFP do not reflect the current staffing plans, please provide current staffing matrices for the MCJ.

Response: The Muscogee County Jail has determined that the specified staffing matrix is required to efficiently run the MCJ clinic; vendors shall submit a cost proposal based on this matrix. Vendors also may propose an optional staffing matrix. The current staffing matrices is listed in Appendix C.

- 83. We understand that vendors will not be financially responsible for offsite services. However, since the vendors will be responsible for utilization management and claims adjudication, please provide the following by facility, by year for the last 3 years:
  - -Hospital days
  - -ER visits
  - -Specialty visits
  - -Outpatient surgeries
  - -Diagnostics
  - -Total offsite dollars (\$819,347)

Response: Other information is unavailable.

84. Please identify who will be responsible for watching patients on suicide watch.

Response: Suicide is managed by a MT.

85. Who is required to manage copays for inmates?

Response: The Jail accountant.

- 86. What are the onsite service stats (number of nursing sick calls, dental visits, HCP visits, etc.) for the facility? Response: The City is not interested in replicating the current or historical pattern of health care delivery. The current production follows: Nursing sick call combined 360, Dental sick call combined 85 per week, MD/NP sick call combined 310.
- 87. How often are inmates transferred to the prison?

Response: Transfers are conducted when the Georgia Department of Corrections (DOC) calls for the inmates, after they have been sentenced by the court.

88. What days/times are inmates received from the DOC?

Response: The transfer days are set by the DOC and subject to change; transfers are always conducted during routine weekday operations.

- 89. New Horizons Mental Health Services is a current provider, can their providers write prescriptions? **Response: Yes.**
- 90. If so, will they follow our formulary? Do they have their own formulary? And if so, is their pharmacy part of the Mental Health budget or does it fall under the medical budget? If we read the RFP we find that all prescription costs are the responsibility of the county.

Response: The Mental Health providers will continue to have their own formulary.

91. Please clarify if the staffing matrix is based on weekly hours?

Response: The staffing is based on the number of hours required by each level of provider to cover the required posts. MCJ has calculated the number of hours and the relief factor required to staff all the posts we understand to be required to provide the routine medical interventions such as sick call, medication

delivery, physicals, chronic care, records keeping, intake screening, infection control, quality improvement, emergency response and supervision. Our staffing matrix is based on a careful analysis of what we do now, what we would hope to accomplish in the immediate future, and our understanding of the concept of the community standard of care. We expect that all vendors use this matrix to guide the development of their bids so we can judge each vendor's bid according to an objective standard. Once the bids have been evaluated, and the selected vendor and the MCSO enter into negotiations we will be open to discussions of alternative staffing matrices, which will achieve the same goals.

92. How many medication passes are held at this site?

**Response: 3** 

93. Please identify all Infirmary locations with number of beds and level of intensity of treatment. Is the Jail currently subject to any court orders or legal directives?

Response: MCJ is currently under a consent decree from 1999. The Jail has 26 infirmary beds. All treatment in the Jail would be considered subacute and not requiring emergency room intervention of inpatient care.

- 94. Please describe an example of when the Vendor will be responsible for filing Medicare claims. Response: We expect that the vendor seek evidence of a patient insurance at intake, then any services provided to include specialty care if Medicare will pay for it we want the vendor to submit the invoice to Medicare. Yes, within the next 2 year everyone that comes to jail should be enrolled in Medicare. We want the vendor to assist with the enrollment process and in turn seek reimbursement from Medicaid once the Medicaid program includes incarcerated patients.
- 95. Please provide the most recent DOJ site visit report and recommendations. Has the DOJ recommended a specific staffing plan?

Response: Available through Georgia Open Records Act.

96. Please clarify if the County has already contracts in place with hospitals, specialists, and ancillary providers which the vendor will be required to use. Will the County be providing a list of authorized vendors or should the vendor be ready to negotiate these agreements?

Response: Currently most specialty services are provided by Columbus Regional and the City has a contract with this company. The City has contracts with vendors for all the required services. The selected vendor will not be required to negotiate any contracts with vendors in the first year. The MCSO will be open to discuss with the selected vendor related to renegotiations with other vendors but currently this service is not being sought with this RFP.

97. How many patients at the jail are on medications?

Response: This total will change every day. This total is driven in the most part by the prescribing practice of the doctors any vendor will hire to manage the inmate patient care. Currently have 643 patients on med and a total of 2033 prescriptions.

# **APPENDIX C**

# **Staffing Matrix of Current Contractor**

Position	Hours/Week	Total Full-Time Employees
Medical Director – Physician	24	.60
Health Services Administrator	40	1.00
Mid-Level Practitioner	40	1.00
Dentist	30	.75
Dental Assistant	30	.75
Director of Nursing	40	1.00
Registered Nurse	168	4.20
Registered Nurse – History and Physicals	24	.60
Licensed Practical Nurse – Intake	168	4.20
Licensed Practical Nurse – Medication	280	7.00
Licensed Practical Nurse – Sick Call	96	2.40
Medical Technician/Phlebotomist	168	4.20
Medical Records Clerk	112	2.80
Administrative Assistant	40	1.00
Total	1260	31.50

# VENDOR INFORMATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

### and

House Bill 87, also known as, The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91. O.C.G.A. §13-10-91(b)(1) states, in part, "A public employer shall not enter

into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program."

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached "CONTRACTOR AFFIDAVIT"\*\*\*\*. Additionally, if you utilize subcontractors, they must complete the "SUBCONTRACTOR AFFIDAVIT" and or the "SUB-SUBCONTRACTOR AFFIDAVIT."

\*\*\*In lieu of the affidavit required by this subsection, a contractor, subcontractor, or subsubcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp sb 529 new rules.htm

#### FORM 1

# CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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

Company ID Number (numerical, 4-7 digits)  **See <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a> to access your	Date of Author E-Verify Company	
Name of Contractor		
Inmate Medical & Pharmacy Services for MCJ (Annual Control Name of Project	act); RFP No.	. 18-0019
Name of Project  Columbus Consolidated Government		
Name of Public Employer		
I hereby declare under penalty of perjury that the foregoing is true	and correct.	
Executed on	(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	,201_
		NOTARY PUBL
		My Commission Expire

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

#### FORM 2

# **CLIENT WORK HISTORY**

Provide details of the last three (3) state, county or private jails/prison for which you have provided the specified services. The City reserves the right to contact additional clients not listed.

Facility Name:	Contact Name:	Annual Contract Value:
		\$
Address:		Telephone:
		Fax Number:
		E-Mail Address:
Description of Services Provided:		
Facility Name:	Contact Name:	Annual Contract Value:
		\$
Address:		Telephone Number:
		Fax Number:
		E-Mail Address:
Description of Services Provided:		
Equility Name	Contact Name:	Annual Contract Value:
Facility Name:	Contact Name.	Amuai Contract Value.
		\$
Address:		Telephone Number:
		Fax Number:
		E-Mail Address:
Description of Service Provided:		

**COMPANY NAME** 

**AUTHORIZED SIGNATURE** 

**DATE** 

## INSURANCE CHECKLIST

## INMATE MEDICAL & PHARMACY SERVICES FOR MUSCOGEE COUNTY JAIL (ANNUAL CONTRACT) RFP NO. 18-0019

# CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits	Bidders
V	1 Wadawa Campanatian and	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	
	Employer's Liability	REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
	-	aggregate	
X	3. Independent Contractors and	\$1 Million CSL BI/PD each	
	Sub - Contractors	occurrence, \$1 Million annual	
		aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
	-	occurrence, \$1 Million annual	
		aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non ownership	Uninsured Motorist	
	Others		
X	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability	Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
X	14. Medical Malpractice	\$1 Million per occurrence/claim	
X	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

Required Coverage(s)		Limits	Bidders
		(Figures denote minimums)	Limits/Response
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability	_	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage		
	shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show	v Bid Number and Bid Title	
	26. Pollution:	\$2 Million per occurrence/claim	

<sup>\*</sup>If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the <u>Bidders Limits/Response</u> column of the insurance checklist.

## **BIDDER'S STATEMENT:**

if awarded the contract, I will comply with contract insurance requirements.	
BIDDER NAME:	
AUTHORIZED.SIGNATURE:	

(Rev. December 2014) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service										
	Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.									
Print or type See Specific Instructions on page 2.	2 Business name/disregarded entity name, if different from above										
	single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)  Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line at the tax classification of the single-member owner.			above for  4 Exemptions (codes ap certain entitles, not indivinstructions on page 3):  Exempt payee code (if any exemption from FATCA rode (if any)  (Applies to accounts maintained out			Individú e 3): (If any) TCA rep	als; se	90		
ᇫ	Other (see instructions) ▶	Dominost								le the U.	.S.)
see Specif	5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code	Requester's name and address (optional)									
o)	7 List account number(s) here (optional)										
Dor	Taynayar Identification Number (TIN)										
Par	. , ,		-1-1	a a la l	security	n. mah					
	your TIN in the appropriate box. The TIN provided must match the na p withholding. For individuals, this is generally your social security nu			UCIAI :	Security	Humb	Per			_	_
reside	of trailing and the minimum of the many set as the Part I instruction in the many set as the Part I instruction in the many set as the Part I instruction of the many set as the Part I instruction of the many set as the many set as the part I instruction of the many set as the many set as the part I instruction of the many set as the	ons on page 3. For other			-	$\cdot   \  $		-			
	page 3.	Training of the first to go	or								
Note.	If the account is in more than one name, see the instructions for line	1 and the chart on page	4 for E	mploy	ployer identification number						
	ines on whose number to enter.			T	] _[					Τ	ĺ
Par	II Certification										
	penalties of perjury, I certify that:										_
	e number shown on this form is my correct taxpayer identification nur	mber (or I am waiting for	a number	to be	haussi	to me	e). ai	ho			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and											
3. I a	n a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exen										
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.											
Sign Here	Signature of U.S. person ▶	Da	ite ►								
Gen	eral Instructions	Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)									
	references are to the Internal Revenue Code unless otherwise noted.	Form 1099-C (canceled debt)									
	developments. Information about developments affecting Form W-9 (such station enacted after we release it) is at www.irs.gov/fw9.	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>									
	ose of Form	Use Form W-9 only if provide your correct TII		J.S. pe	erson (inc	luding	g a re	side	nt allen)	, to	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you:  1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),									
you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		Certify that you are not subject to backup withholding, or									
	1099-INT (Interest earned or paid)	Claim exemption from the second control of the second control					1		exempt	payee	a. If
Form 1099-IN1 (interest earned or paid)     Form 1099-DIV (dividends, including those from stocks or mutual funds)		applicable, you are also	certifying ti	hat as	a U.S. p	erson,	, your	rallo	cable s	hare o	
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)		any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and					d				
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)  Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)		Certify that FATCA exempt from the FATCA	code(s) ent A reporting,	ered o	on this fo	rm (if a	any) i	ndic	ating th	at you	are
• Form	1099-S (proceeds from real estate transactions)	page 2 for further inform								-	
• Form	1099-K (merchant card and third party network transactions)										
	14 18 19 19 19 19 19 19 19 19 19 19 19 19 19	- 5000000				-	_	144	0		
	Cat. No	. 10231X					Form	ı W	-9 (Rev	. 12-2	2014

Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 3. The IRS tells the requester that you furnished an incorrect TIN,
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

Page 2

You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

#### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Fallure to furnish TIN. If you fall to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your fallure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

#### Line

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9. This is the case even if the foreign person has a U.S. TIN.

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#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided, if the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

#### Exempt pavee code

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$  foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding; medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(I)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
  - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC*) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Form W-9 (Rev. 12-2014) Page **4** 

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident allen, sign Form W-9. You may be requested to sign by the withholding agent even if items 1.4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>a</sup>
4.	a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is	The grantor-trustee' The actual owner'
	not a legal or valid trust under state law	The actual Owner
5.	Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6.	Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(l) (A))	The grantor*
	For this type of account:	Give name and EIN of:
7.	Disregarded entity not owned by an individual	The owner
8.	A valid trust, estate, or pension trust	Legal entity*
9.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11.	Partnership or multi-member LLC	The partnership
12.	A broker or registered nominee	The broker or nominee
13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>9</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a retund.

To reduce your risk:

- · Protect your SSN.
- . Ensure your employer is protecting your SSN, and
- . Be careful when choosing a tax preparer

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user faisely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN,

# **COST PROPOSAL**

# Inmate Medical and Pharmacy Services for Muscogee County Jail (Annual Contract) RFP No. 18-0019

## **OPTION 1: Specified Staffing**

DESCRIPTIOIN	CONTRACT YEAR	*ANNUAL CONTRACT AMOUNT
	1 <sup>st</sup> Year	\$
Medical Services	2 <sup>nd</sup> Year	\$
	Total Initial Contract Amount	\$
Medical Services	3 <sup>rd</sup> Year	\$
Medical Services	4 <sup>th</sup> Year	\$
Medical Services	5 <sup>th</sup> Year	\$
Pharmacy services at pa	ss-through cost with a management fee	% Management Fee

<sup>\*</sup>Subject to negotiations

## **OPTION 2: Vendor's Recommended Staffing**

DESCRIPTIOIN	CONTRACT YEAR	*ANNUAL CONTRACT AMOUNT
	1 <sup>st</sup> Year	\$
Medical Services	2 <sup>nd</sup> Year	\$
	Total Initial Contract Amount	\$
Medical Services	3 <sup>rd</sup> Year	\$
Medical Services	4 <sup>th</sup> Year	\$
Medical Services	5 <sup>th</sup> Year	\$
Pharmacy services at pa	ss-through cost with a management fee	% Management Fee

<sup>\*</sup>Subject to negotiations

Company Name	Authorized Signature	Date

## **CONTRACT SIGNATURE PAGE**

# Inmate Medical and Pharmacy Services for Muscogee County Jail (Annual Contract) RFP No. 18-0019

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

	By:		
Witness as to the signing of the contract	Signature of Authorized Representative Date		
Witness as to the signing of the contract	Print Name and Title of Signatory		
(Corporate seal, if applicable)	Company:		
Company Ordering Address	Company Payment Address		
Contact:	Contact:		
Contact Email	Contact Email		
TelephoneFax	Telephone:Fax		
CONSOLIDATED GOVERNM  Accepted this day of20	IENT OF COLUMBUS, GEORGIA  APPROVED AS TO LEGAL FORM:		
Isaiah Hugley, City Manager  ATTEST:	Clifton C. Fay, City Attorney		
Tiny B. Washington, Clerk of Council			

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\*