

REQUEST FOR PROPOSALS

Jail Health Service Provider

Issued February 12, 2020

SUMMARY

REQUEST FOR PROPOSALS

The HCSO (HCSO) seeks proposals for comprehensive health care delivery services for the Haywood County Detention Center (HCDC).

BACKGROUND

HCSO operates a detention center, located at 1620 Brown Avenue, Waynesville, NC. In accordance with the approved HCDC Health Plan, the HCSO desires to contract services to provide health care services to inmates in the HCDC in accordance with applicable law.

NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Provider's responsibility to read the Instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this Request for Proposals (RFP) and comply with all requirements and specifications herein. Providers also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Providers have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section titled Proposal Questions. If the HCSO determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The HCSO may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the HCSO rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Provider's proposal. This applies to any language appearing in or attached to the document as part of the Provider's proposal that purports to vary any terms and conditions or Providers' instructions herein or to render the proposal non-binding or subject to further negotiation. Provider's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Provider agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded.**

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The HCSO will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	HCSO	February 12, 2020
Hold Pre-Bid Conference	HCSO	February 18, 2020 at 10:00 AM EST
Submit Written Questions	Provider	March 13, 2020 by 12:00PM EST
Provide Response to Questions	HCSO	March 20, 2020 by 5PM EST
Submit Proposals	Provider	March 26, 2020 by 3:30PM EST
Contract Award	HCSO	Upon Board Approval
Contract Effective Date	HCSO	July 1, 2020

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PROPOSAL QUESTIONS

Upon review of the RFP documents, Providers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Providers shall submit any such questions by the above due date.

Written questions shall be emailed to [Glen. Matayabas@haywoodcountync.gov](mailto:Glen.Matayabas@haywoodcountync.gov) by the date and time specified above. Providers must enter "RFP Jail Health Service Provider Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the HCSO response, and any additional terms deemed necessary by the HCSO will be posted in the form of an addendum, on Haywood County website at www.haywoodcountync.gov. No information, instruction or advice provided orally or informally by any Haywood County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

PRE-BID CONFERENCE

A required conference will be held at 10:00AM EST on Tuesday, February 18, 2020, at the HCSO, at 1620 Brown Avenue, Waynesville, NC. The pre-bid conference will include a tour of the detention center. All organizations which desire to submit proposals are required to be represented at this conference. RSVP to the pre-bid conference by contacting Captain Glen Matayabas at [Glen. Matayabas@haywoodcountync.gov](mailto:Glen.Matayabas@haywoodcountync.gov).

PROPOSAL SUBMITTAL

Proposals shall only be received until 3:30PM EST on March 26, 2020. All proposals shall be submitted either by hand delivery in a sealed envelope(s) or mailed to Peggy Cope Purchasing Manager, 215 N. Main Street, Finance Office 4th Floor, Waynesville, NC 28786 and properly identified with the title, RFP Jail Health Service Provider as follows:

SEALED RFP JAIL HEALTH SERVICE
DO NOT OPEN BEFORE MARCH 26, 2020 AT 3:30PM
Peggy Cope, Purchasing Manager
Haywood County
Finance 4th Floor
215 N. Main Street
Waynesville, NC 28786

It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The Haywood County Board of County Commissioners reserves the rights to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received.

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Provider(s) meeting the RFP requirements and that best fits the needs of the HCSO.

The Haywood County Board of County Commissioners reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The Haywood County Board of County Commissioners reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Provider and its staff, and cost.

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Providers are cautioned that this is a request for offers, not an offer or request to contract, and the Haywood County Board of County Commissioners reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in its best interest.

CONTRACT TERM

The Contract shall have an initial term of two (2) years with one (1) year extension available, beginning on the date of contract award (the “Effective Date”).

ATTACHMENTS:

The following attachments provide detail about the HCDC, conditions regarding eligible providers, the Scope of Work including role and deliverables of the health care provider, fiscal provisions, and required proposal elements

A. DETENTION CENTER OVERVIEW	page 4
B. SCOPE OF WORK	page 5
C. CONDITIONS AND FISCAL PROVISIONS	page 10
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ATTACHMENT A: DETENTION CENTER OVERVIEW

The Haywood County Detention Center (HCDC) is a 149-bed, adult local confinement facility utilizing an indirect supervision style of detainee management. The detention center is operated by the elected Sheriff of Haywood County and funded by Haywood County Government. As the custodian of the detention center, the Sheriff is responsible for detention operations and the care of persons in the custody of the HCDC. The Detention Administrator is a sworn law enforcement officer, appointed by the Sheriff, typically holding the rank of Captain. The detention center confines pre-trial detainees and sentenced local and state inmates.

Facility Capacity – 149 Beds

118 Male and 31 Female

Year	Total Bookings	Average Length of Stay	Average Daily Population		
			Male	Female	Total
2019	4,138	12.57 Days	93.49	31.07	124.56
2018	4,043	12.82 Days	90.91	29.19	120.10
2017	3,458	15.30 Days	90.53	26.91	117.44
2016	3,422	13.82 Days	82.94	24.40	107.34
2015	3,475	14.11 Days	92.42	24.53	116.95

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ATTACHMENT B: SCOPE OF WORK

Role

HCSO (HCSO) seeks a Provider to serve as the designated health authority responsible for health care services in the detention center. The designated health authority shall provide and/or arrange for all professional medical, dental, mental health and all related health care to include regularly scheduled sick call, nursing care, regular physician care, medical specialty services (including but not limited to medication assisted treatment [MAT] services), emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, and administrative support services.

Accreditation

The selected Provider shall assist the detention center with Health Services Accreditation from the National Commission on Correctional Health Care, including completion of the Self-Survey Questionnaire and participation in the On-Site Survey in order to demonstrate significant compliance with Standards for Health Services in Jails. While it is understood that accreditation is provided to jail facilities, as a whole and not to specific providers, failure to demonstrate compliance and achieve accreditation within a specified timeframe shall be considered a contract deficiency and shall be grounds for termination. Determination of pursuing accreditation will be at the discretion of the Sheriff of Haywood County.

Jail Health Plan

The selected Provider shall be responsible for updating the Jail Health Plan for annual review and approval by the Office of the Sheriff and Public Health Department. The Fiscal Year 2019 Jail Health Plan is listed as a supporting document to this RFP on Haywood County's Procurement website: www.haywoodcountync.gov.

Standards

Services must be delivered in accordance with Haywood County's Jail Health Plan and in compliance with North Carolina General Statutes relating to jail health and in a manner that is organized, adequate, efficient and cost-effective, as measured by the Standards for Health Care Services in Jails (National Commission on Correctional Health Care, 2014) according to the following categories:

- A. GOVERNANCE AND ADMINISTRATION
 1. Access To Care
 2. Responsible Health Authority
 3. Medical Autonomy
 4. Administrative Meetings and Reports
 5. Policies And Procedures
 6. Continuous Quality Improvement Program
 7. Emergency Response Plan
 8. Communication on Patients Health Needs
 9. Privacy of Care
 10. Procedure In The Event Of An Inmate Death
 11. Grievance Mechanism for Health Complainants

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- B. SAFETY
 - 1. Infection Prevention And Control Program
 - 2. Patient Safety
 - 3. Staff Safety
 - 4. Federal Sexual Abuse Regulations
 - 5. Response to Sexual Abuse
- C. PERSONNEL AND TRAINING
 - 1. Credentials
 - 2. Clinical Performance Enhancement
 - 3. Professional Development
 - 4. Health Training For Correctional Officers
 - 5. Medication Administration Training
 - 6. Inmate Workers
 - 7. Staffing
 - 8. Health Care Liaison
 - 9. Orientation For Health Staff
- D. HEALTH CARE SERVICES AND SUPPORT
 - 1. Pharmaceutical Operations
 - 2. Medication Services
 - 3. Clinic Space, Equipment, And Supplies
 - 4. Diagnostic Services
 - 5. Hospital And Specialty Care
- E. PATIENT CARE AND TREATMENT
 - 1. Information On Health Services
 - 2. Receiving Screening
 - 3. Transfer Screening
 - 4. Initial Health Assessment
 - 5. Mental Health Screening and Evaluation
 - 6. Oral Care
 - 7. Nonemergency Health Care Requests and Services
 - 8. Emergency Services
 - 9. Segregated Inmates
- F. HEALTH PROMOTION
 - 1. Healthy Lifestyle Promotion
 - 2. Medical Diets
 - 3. Use of Tobacco
 - 4. Harm Reduction Education and Services
- G. SPECIAL NEEDS AND SERVICES
 - 1. Chronic Disease Services
 - 2. Patients With Special Health Needs
 - 3. Infirmary Care
 - 4. Basic Mental Health Program
 - 5. Suicide Prevention Program
 - 6. Patients with Alcohol and Other Drug Problems
 - 7. Intoxication and Withdrawal
 - 8. Contraception
 - 9. Counseling And Care Of The Pregnant Inmate

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10. Aids to Impairment
 11. Care for the Terminally Ill
- H. HEALTH RECORDS
1. Health Record Format And Contents
 2. Confidentiality Of Health Records
 3. Management Of Health Records
 4. Access To Custody Information
- I. MEDICAL-LEGAL ISSUES
1. Restraint And Seclusion
 2. Emergency Psychotropic Medication
 3. Forensic Information
 4. End-Of-Life Decision Making
 5. Informed Consent And Right To Refuse
 6. Medical And Other Research

Priorities

In addition to meeting all of the Standards for Health Services to deliver high quality care for the entire jail population, the HCSO is seeking a Provider to bring a tailored approach related to safety and wellness for people impacted by mental illness and substance use disorders, including opioids. In 2016, a detailed behavioral health evaluation was conducted with 200 male inmates and 83 female inmates. The most striking finding was the prevalence of severe substance use disorders. Specifically, 38.2% had a severe methamphetamine diagnosis and 29.7% had a severe opioid diagnosis. Over the last several years, the number of detox protocols implemented in the HCDC has increased significantly. There were approximately 300 detox protocols implemented in 2019. This year the detox protocols are averaging 28 per month. The highest month had 40 detox protocols completed and the lowest month had 14 detox protocols completed. Preference will be given to applicants that deliver person-centered care with emphasis on removing barriers to care and ensuring continuity of care after discharge.

Staffing

The selected Provider will be expected to provide health care services 12/7 using only professionally trained personnel that are licensed and certified by the State of North Carolina. In addition to complying with Standards for Health Care in Jails, all personnel shall be required to pass a criminal background investigation and pre-employment drug screening as a requisite for initial and/or continued employment. Staffing of medical and support personnel should be provided at levels reasonably necessary for the rendering of health care services, including the following:

- Provide 12/7 onsite nursing support from registered and/or licensed professional nurses sufficient to respond to medical needs in the detention center. The nursing support will provide coverage working 12 hours per day, 7 days per week, and averaging 84 hours per week in the detention center.
- Provide a designated physician onsite for a minimum of five (5) hours weekly and available for on-call capacity to the nurse at all times. A nurse practitioner or physician's assistant may be used to supplement the services of the physician solely under approved permission from the Sheriff.
- The recommendation from Standards for Health Care in Jails is one physician onsite 3.5 hours per week for each 100 inmates housed in the facility. Based on the HCDC average daily population, a minimum of 5 hours per week is required. On-call capacity must be available for both. In-person care can be supplemented by telemedicine.

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- Complete medical and mental health intake screenings, including information entered into Provider's electronic health record and the Jail Management System, for all inmates immediately upon booking unless inmate is uncooperative or impaired. In the case of the latter, visual observation must occur each hour until the screenings can be completed.
- Complete a history and physical (H&P) examination for each inmate within seven (7) days of being booked and no later than 14 days of their arrival to the detention center, and ensure timely testing and connection to services unless the H&P has been completed within the last 90 days. Regarding the latter, provide a list of those exceptions monthly.
- Dispense over-the-counter and prescribed medications in accordance with all legal requirements and standard time restraints.
- Provide board certified psychiatrist or board certified psychiatrist NP for mental health for inmates a minimum of 2 hours per week. Provide a mental health professional LCSW or equivalent for 4 hours per week.
- Provide or arrange dental services weekly as needed.
- Implement services to address special medical needs, including but not limited to chronic care, pregnancy, intoxication and withdrawal, intellectual disability, mental health, communicable disease.
- Actively and cooperatively participate in the development and administration of a Medication Assisted Treatment (MAT) Program, to support recovery from opioid addiction and prevent the occurrence of overdose. One nurse, at least a LPN status, will be required to provide coverage for the MAT Program. The Provider will collaborate with other contractual and HCSO staff to implement a pilot MAT program by providing sufficient staff to support the following activities:
 - administrate universal screening of opioid use to all inmates processing through medical intake;
 - provide all individuals self-reporting opioid use with information regarding treatment services (accessible both pre and post release) and harm-reduction strategies;
 - provide daily referrals of individuals who report opioid or Medication Assisted Treatment use to MAT program case managers;
 - guide and conduct all medical steps, procedures, and standards of care such as medical screening, evaluations, prescription and supply orders/purchases/billing and other necessary steps and procedures for MAT program enrollment and participation;
 - facilitate daily MAT medication administration, separate from the general population/routine medication pass and as determined by detention center policy;
 - MAT medical monitoring, and opioid withdrawal monitoring;
 - daily utilization of North Carolina Controlled Substances Reporting System (CSRS) and transmission of records requests for real-time MAT prescribing guidance;
 - utilize technology resources and shared use agreements to support efficient reporting, case management, and continuity of care of jail population;
 - provide linkage to community provider for continued treatment post-release; and
 - provide medically indicated MAT prescription to program participants upon release.

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- Report weekly to the Detention Administrator or designee the types and quantity of service provided, costs of pharmacy for the month, costs associated with outside medical services. Hours worked by nurses/billable hours with costs related to those hours should also be reported weekly to the Detention Administrator or designee. For example:

Name/Position	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
Jane, RN	0	1	2	1	0	0	0	3
Sarah, LPN	1	1	0	0	1	0	1	4
John, LCSW	0	0	2	0	0	0	0	2

- Based on the pre-bid conference and tour of the detention center, the Provider may make recommendations related to staffing and services beyond or below the stated requirements with documentation for the exceptions, but must ensure compliance with all required Standards for Jail Health Services.

Collaboration

In addition to complying with the Standards outlined regarding communication, the HCSO is seeking a Provider with a proven track record of collaboration who is committed to the following:

- Working in partnership with Haywood County Public Health to ensure the protection of the jail population from communicable diseases, including establishing and implementing protocols for early identification and treatment and timely communication on all matters of communicable disease.
- Partnering with onsite mental health and substance abuse case managers for the coordination of appropriate service linkages and referrals.
- Arranging for and coordinating all medically-necessary health care required by the jail population, including care provided by an outside provider. This will included but not be limited to emergency care, surgery and specialty referrals.
- Providing health referrals and medical information necessary for post-release, including care planning, the transfer of treatment and follow-up coordination as feasible.
- Active partnering in the implementation and review of MAT program.
- Taking responsibility for communicating and scheduling appointments directly with inmates through the Facilities kiosks or other means so long as such means are documented. The detention center will not interfere with such communication and the provider shall report any such interference to the Detention Administrator within twenty four (24) hours. The provider shall perform a documented welfare check on any segregated inmate and/or any inmate who has no access to a kiosk every twelve hours (12).

Transition

Health care services are currently being provided by a private contractor. The selected Provider shall work with the existing contractor during any transition period. The Haywood County Board of County Commissioners reserves the right to renew its contract with the existing Provider if it is in its best interest.

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ATTACHMENT C: CONDITIONS AND FISCAL PROVISIONS

Conditions

It is the intent of the HCSO to award a health care contract to define the arrangement, including services, personnel, reports and records, security, office space, equipment, inventory and supplies, term and termination, compensation, liability and risk management, and other general contractual terms.

Fiscal Provisions

- Contract will include an annual base compensation that covers costs associated with staffing, training, travel, publications and administrative services.
- Costs for over-the-counter medications, prescription pharmaceuticals (including those used for MAT), x-ray procedures, labs (including those indicated for MAT), vision, dental, ambulance services, medical waste disposal, medical and office supplies, emergency services, specialty services, and all medical procedures rendered outside the HCDC (including those court-ordered to NCDPS safekeeping) will be paid for by county funds.
- Selected Provider will work with the HCSO to identify and negotiate contractual discount agreements with all providers as reasonably necessary to maintain the cost-efficiency of the Provider's program at the HCDC. The Provider will supply the HCSO with a copy of all formal, written vendor discount agreements, confirm existing discount agreements in place at the beginning of each contract period and keep the HCSO informed as to new discount agreements or changes to existing agreements. Provider shall review every bill and apply maximum discounts to services and prescriptions, including but not limited to discounts available through Medicaid, North Carolina Sheriff's Association, and or any other source prior to billing Haywood County for reimbursement.
- Selected Provider will seek reimbursement for services rendered from third parties including, but not limited to the United States Federal Government, the State of North Carolina and any County of the State of North Carolina or other state and submit records needed to obtain reimbursement to the County from third party insurer.
- Selected Provider will cooperate with the Haywood County Department of Health and Human Services to identify detainees who receive inpatient services and are eligible, or may be eligible for Medicaid, which will reimburse for inpatient services when someone is in correctional custody.

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ATTACHMENT D: REQUIRED PROPOSAL ELEMENTS

Proposals must be submitted no later than 3:30PM on March 26, 2020 in order to be considered and must contain all of the following elements.

- Organizational overview, including the date the corporation was organized to provide health care services.
- Experience in the provision of health care, including facility-based.
- Experience in obtaining and maintaining national health care accreditations, such as the National Commission on Correctional Health Care.
- A list of all institutions where the Provider is providing health care, the length of time each contract has been in effect, and the administrator's name and contact information.
- Staffing plan, including credentials and staffing levels including onsite and on-call.
- Service approach, organized by following categories in alignment with Standards for Health Care Services in Jails: Governance and Administration; Safety; Personnel and Training; Health Care Services and Support; Patient Care and Treatment; Health Promotion; Special Needs and Services; Health Records; and Medical-Legal Issues.
- Proposed interface with law enforcement, detention, paramedic and behavioral health providers.
- Special approaches to priority areas of mental illness and substance use disorders (e.g. evidence-based practices, early identification, screening, addiction treatment protocols, medication assisted treatment, follow-up care).
- Special approaches to priority areas of person-centered care, reducing barriers to care, and ensuring continuity of care after discharge.
- Proposed annual base compensation, calculated based upon an average daily inmate population of up to 124.
- Plan for negotiating outside medical billings, including an incentive-based structure for cost savings.
- Startup considerations, including ideal timeline, transition plans and any one-time (year 1 only) costs.
- Any legal action against the company or corporate principals within the past 24 months must be disclosed, including parties of any mergers.
- Any breaches of contract by principals while employed by current employer or prior employer within the past 24 months must be disclosed.
- Previous two years of financial statements.
- Name of pharmacy services provider, if planned to subcontract.
- Detailed plan for pharmaceutical operations, including dispensing, repackaging, and return procedures and compliance with all applicable pharmacy laws.
- Prescription drug formulary.
- Anti-Collusion Affidavit
- E-Verify Affidavit
- Iran Divestment Act Certification
- Terms & Conditions

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ATTACHMENT E: GENERAL TERMS AND CONDITIONS

- 1. READ, REVIEW AND COMPLY:** It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Providers or elsewhere in this RFP document.
- 2. ACCEPTANCE AND REJECTION:** The Haywood County Board of County Commissioners reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Provider, to accept any item in the proposal.
- 3. INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Provider shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
- 4. HISTORICALLY UNDERUTILIZED BUSINESSES:** Haywood County is committed to retaining Vendors and Service Providers from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Providers certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified Providers as subcontractors on County contracts.
- 5. INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Haywood County by any company identified in a) or b) above shall be void *ab initio*.
FOUND GUILTY OF NEGLECT
- 6. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Provider does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Provider may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Provider that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Providers are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Provider of such action and allow the Provider to defend the confidential status of its information.

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7. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
8. **INFORMAL COMMENTS:** Haywood County Sheriff's Office shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The Haywood County Sheriff's Office is bound only by information provided in writing in this RFP and in formal Addenda issued through Haywood County Finance.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by the Provider in preparing or submitting offers are the Provider's sole responsibility; Haywood County Sheriff's Office will not reimburse any Provider for any costs incurred or associated with the preparation of proposals.
10. **AVAILABILITY OF FUNDS:** Any and all payments to the Provider shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
11. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
12. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
13. **NON-DISCRIMINATION:** The Provider will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
14. **ADVERTISING:** Provider agrees not to use the existence of The Contract or the name of Haywood County or Haywood County Sheriff's Office as part of any commercial advertising or marketing of products or Services. A Provider may inquire whether the County or the Sheriff's Office is willing to act as a reference by providing factual information directly to other prospective customers.

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15. INSURANCE: Provider agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the HCSO signing of any Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Provider's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Provider shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Provider shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Provider with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Haywood County and the Sheriff's Office shall be named as additional insured under the policy.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Medical Professional Liability. Covering Provider's acts, errors, or omissions in rendering of or failure to render professional health care services in performance of the contract in an amount no less than \$5,000,000 per claim with \$10,000,000 in the aggregate for the duration of this Agreement. If policy is of a claims made type, such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

Cyber Liability. The insurance shall provide coverage for the following risks:

- a. Liability arising from theft, dissemination and/or use of confidential information (a defined term including, but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form;
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure;
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
- d. Coverage to include event management for all affected persons whose confidential information was compromised or was reasonably likely to have been compromised.

This policy shall carry a minimum limit of \$2,000,000. If policy is of a claims made type, such coverage shall be for a minimum of two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

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Property. Provider shall not be obligated to maintain property insurance on Provider's furnishings, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Provider and of persons claiming by, through, or under Provider which may be located on County property shall be at the sole risk and hazard of Provider and no part of loss or damages to such property from whatever cause shall be the responsibility of, charged to, or borne by the County or the Sheriff's Office.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Provider may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying medical professional liability policy.

Additional Insurance Provisions. If the Provider maintains higher limits than the minimums shown above, Haywood County and the HCSO require and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Haywood County and the HCSO.

The Provider shall purchase a performance bond in an amount equal to twenty-five (25) percent of the twelve (12) months cost. The performance bond is to name the HCSO and include Haywood County, North Carolina, a body politic as Obligee.

The Provider shall provide the County and Sheriff's Office with certificates of insurance on an approved form, evidencing the above amounts. Haywood County and HCSO shall be named as additional insureds under the commercial general liability policy. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and Sheriff's Office, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A-VII or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Provider shall ensure that Haywood County and HCSO are additional insureds on insurance required from subcontractors.

Waiver of Subrogation: Provider hereby grants to Haywood County and the HCSO a waiver of any right to subrogation which any insurer of said Provider may acquire against the County or Sheriff's Office by virtue of payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Agreement.

Nothing in this section is intended to affect or abrogate Haywood County's governmental immunity.

REQUEST FOR PROPOSALS Jail Health Service Provider

- 16. GENERAL INDEMNITY:** The Provider shall indemnify, defend, and hold harmless Haywood County, the HCSO, their officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Provider in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Provider. The Provider represents and warrants that it shall make no claim of any kind or nature against the and/or the Sheriff's Office's agents who are involved in the delivery or processing of Provider deliverables or Services to the County and/or the Sheriff's Office. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 17. CONFIDENTIALITY:** Any HCSO information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Provider under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by the Sheriff's Office.
- 18. TRADE SECRETS:** Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the Contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**
- 19. COMPLIANCE WITH LAWS:** Provider shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 20. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Provider's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 21. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the Haywood County Board of County Commissioners and the Provider.
- 22. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County and/or the Sheriff's Office under applicable law. The waiver by the County and/or the HCSO of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 23. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without

REQUEST FOR PROPOSALS Jail Health Service Provider

limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

24. GOVERNMENTAL IMMUNITY: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of governmental immunity or state or federal constitutional provision or principle that otherwise would be available to the County and/or the Sheriff's Office under applicable law.

25. TERMINATION: This agreement, or extension may be terminated in writing with 60 days notice by either party.

- a. Termination for Cause: Either party may terminate this contract for cause, which upon expiration of the 60 day term, shall eliminate any further liability or responsibility by either party. Cause shall be determined by either party as an event that creates a loss of confidence, trust, or exposes a party to exposure of litigation.
- b. Termination of an Employee: Either party may request of the other, termination of an employee based on acts, conduct or failures to act that harm an inmate, expose an employee to harm, or causes loss of confidence or trust. Failure of a party to terminate an employee shall be grounds to terminate the contract.
- c. Termination of the Contract: Either party may terminate this contract if the JHSP is purchased or merges with a new business entity or the Elected Sheriff or Haywood County Board of Commissioners seeks termination. This termination shall occur within 90 days of notice to the opposing party.

26. LIQUIDATED DAMAGES: The Provider is responsible for avoiding repeated staffing shortages. Should the Provider fail to furnish continuous staff as agreed, the HCSO may, in its sole discretion, charge the Provider damages as outlined in the penalties schedule below.

Violation	Penalty
Short more than 4 staff hours during a continuous 30 day period	\$100 per hour

**REQUEST FOR PROPOSALS
Jail Health Service Provider**



ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

_____ (name), being first duly sworn deposes and says that:

He/She is the _____ (title) of _____ (company name) submitting the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not collusive or sham bid;

Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Haywood, or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affidavit.

(SEAL)

_____ (Title)

_____ (Signature)

Date: _____

NOTARIZE

Subscribed and sworn to before me,
this the _____ day of _____, 20_____.

Notary Public _____

County of _____, NC

My Commission expires _____

**REQUEST FOR PROPOSALS
Jail Health Service Provider**

Haywood County
215 N. Main Street
Waynesville, NC 28786

E-VERIFY AFFIDAVIT



The State of North Carolina previously passed HB369 enacting NCGS 153A-449(b) which prohibits county governmental units from entering into contracts subject to NCGS 143-129 unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes. This was revised in October 2015 by HB318 to include all contracts, other than a contract for the purchase of equipment or supplies, entered into by county governments.

Article 2 of Chapter 64 of the NCGS, as revised, requires an employer that transacts business in the State of North Carolina and employs 5 or more employees in the State of North Carolina to verify the work authorization of its employees through the federal E-Verify program.

In accordance with the NCGS, Haywood County requires all contractors/companies entering into a contract with Haywood County to comply with the E-Verify requirements as evidenced by submission of this affidavit.

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project/contracting with county, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 and NCGS §160A-20.1(b) .
2. Employer understands that **Employers Must Use E-Verify**. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina and that employs 5 or more employees in North Carolina. (mark Yes or No)
a. YES _____, or b. NO _____
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 201____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 201____.

My Commission Expires:

Notary Public

||| (Affix Official/Notarial Seal) |||

**REQUEST FOR PROPOSALS
Jail Health Service Provider**

IRAN DIVESTMENT ACT CERTIFICATION



Haywood County
215 N. Main Street
Waynesville, NC 28786

Name of Company: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

REQUEST FOR PROPOSALS Jail Health Service Provider

TERMS & CONDITIONS

ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract

**REQUEST FOR PROPOSALS
Jail Health Service Provider**

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: _____

By: _____ Title: _____

Date: _____

HAYWOOD COUNTY

By: _____

County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

Finance Director

REQUEST FOR PROPOSALS

Jail Health Service Provider

Uniform Guidance ("UG") Required Contract Provisions APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.ii>

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional

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Jail Health Service Provider

Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]