

**COUNTY OF MOORE
NORTH CAROLINA
REQUEST FOR PROPOSALS**

ISSUE DATE: **January 8, 2021**

RFP#: **2021-16**

TITLE: **MEDICAL SERVICES – DETENTION CENTER**

ISSUING DEPARTMENT: **County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
Carthage, NC 28327**

Sealed Proposals will be received until **4:00 pm Tuesday, February 9, 2021** from qualified vendors for Medical Services for the County of Moore Detention Center. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street. **A Mandatory Pre-bid will be held at 2:00 pm Wednesday, January 20, 2021 at the 2nd floor Community Room of the Rick Rhyne Public Safety Center located at 302 South McNeill Street, Carthage, NC 28327. Due to the COVID 19 event all attendees MUST adhere to County and CDC guidelines for protective measures. Attendees must wear a face covering and maintain social distance protocol. A temperature kiosk is in the lobby and staff will provide a screening checklist prior to entry to the pre-bid meeting.**

All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
PO Box 905
Carthage, NC 28327
(910) 947-7118 (Telephone)
tvuncannon@moorecountync.gov**

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

_____ By: _____
(typed)

By: _____
(signed)

TABLE OF CONTENTS

INSTRUCTIONS TO PROPOSERS	Page 3
BACKGROUND/SCOPE OF WORK	Page 6
PROPOSAL FORM	Page 17
NON-COLLUSION AFFIDAVIT	Page 19
E-VERIFY AFFIDAVIT	Page 20
W-9 FORM	Page 21
SAMPLE CONTRACT	Page 22

INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **A Mandatory Pre-bid will be held at 2:00 pm Wednesday, January 20, 2021 at the 2nd floor Community Room of the Rick Rhyne Public Safety Center located at 302 South McNeill Street, Carthage, NC 28327. Due to the COVID 19 event all attendees MUST adhere to County and CDC guidelines for protective measures. Attendees must wear a face covering and maintain social distance protocol. A temperature kiosk is in the lobby and staff will provide a screening checklist prior to entry to the pre-bid meeting**

All written questions (e-mail to tvuncannon@moorecountync.gov) shall be received by the Issuing Department no later than 9:00 am Monday, January 25, 2021. NO EXCEPTIONS.
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. The County of Moore has waived the Bid Deposit.
9. All purchases for goods or services are subject to the availability of funds for this purpose.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits with their bid package. This information will be used to create or update the County’s bidder/vendor file.
15. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Manager and/or Board of Commissioners for their approval.
17. Any and all exceptions to the Specifications must be stated in writing, giving complete details

of what is to be furnished in lieu of requested Specifications.

18. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

Background and Scope of Work

1. INTRODUCTION AND BACKGROUND:

The maximum capacity of the Moore County Detention Facility is 287 inmates. Presently, the detention facility averages 143 inmates on a monthly basis. The average incarceration period per inmate is 21.20 days confined.

2. INTENT:

It is the intent of the County to solicit proposals for Medical Care Services for the inmate population housed in the Detention Center. The County will select a Service Provider that best satisfies the County's requirements for inmate medical care. It is emphasized that the selection of an inmate medical care provider ultimately resides with the County Board of Commissioners.

3. SCOPE OF WORK AND SERVICES:

3.1 The Service Provider shall be responsible for every facet of the Health Care Delivery System at the Detention Center and shall conduct said program in full compliance and in accordance with recognized standards, laws, ordinances, rules, and regulations of Federal, North Carolina, and authorities that may be applicable. The cost of psychiatric and psychological services will be covered by the Service Provider. Costs of drugs prescribed for mental health conditions (psychotropics) will be covered by the Service Provider. The Service Provider shall be responsible for all medical and dental care for all inmates of the Detention Center. The responsibility for providing health care commences with the physical booking and placement of an inmate in the Detention Center and ends with the discharge of the inmate from custody and from the Detention Center.

3.2 The health care delivery system must conform with North Carolina standards for medical service and be based on the standards developed by the National Commission on Correctional Health Care (NCCCHC).

3.3 The successful Service Provider will be required to deliver quality health care that can be audited against established standards, in a cost-effective manner, with full reporting and accountability to the County Sheriff's Office and the County Board of Commissioners.

3.4 The Service Provider will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.

3.5 The Service Provider will ensure that appropriate staff is available to provide the health care services as defined in the proposal. The Service Provider will be required to provide at a minimum:

3.5.1 Full staffing for the Detention Center, using only licensed and professionally trained personnel to provide health care coverage, either on-site or on-call,

twenty-four (24) hours a day, seven (7) days a week; (specific on-site staffing hours listed in Section 5 and 16 of the proposal).

- 3.5.2 Maintain an open and cooperative relationship with the administration and staff at the Sheriff's office.
 - 3.5.2 Provide a comprehensive program for continuing staff education.
 - 3.5.3 Maintain complete and accurate records of care and to collect/analyze health statistics on a regular basis.
- 3.6 Operate the health care program in a humane manner with respect to the inmates' rights to basic health care services.

4. DELINEATION OF SECURITY RESPONSIBILITIES:

- 4.1 The primary responsibility for inmate custody and security within the Detention Center rests with the staff of the Sheriff's Office. The Service Provider shall have primary responsibility in all matters pertaining to medical, dental treatment, and care of inmates. Everyone who works in the Detention Center has a responsibility for security. The Service Provider shall be responsible for security of all material and equipment in Service Provider's work area which if in the hands of an inmate that would be considered contraband and could present a danger to staff, inmates, or himself. On matters of mutual concern, Sheriff's Office Staff shall support, assist, and cooperate with the Service Provider, and the Service Provider shall support, assist, and cooperate with the Sheriff's staff whose decision in non-medical matters and matters involving safety of staff, inmates, and security of the Detention Center shall be final. All decisions involving the exercise of medical and/or dental judgment still are the responsibility of the Service Provider.

5. GENERAL HEALTH CARE SERVICE REQUIREMENTS:

- 5.1 Service Provider shall identify the need, schedule, administer, and coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Detention Center. Service Provider shall administer emergency medical care at the Detention Center to any employee or visitor of the Detention Center who requires such care. Service Provider shall identify the need, schedule, coordinate, administer, and pay for any inpatient hospitalization of any inmate of the Detention Center subject to the defined catastrophic limits. This shall include all institutional charges, physician charges and any, and all other additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient Detention Center and reimbursement to the local ambulance organization for the services provided.
- 5.1.1 Service Provider shall define any catastrophic limits and/or any other cost limits or exclusions, and how these limits would be accounted for, in the proposal submitted.

- 5.1.2 Service Provider shall identify the need, schedule, coordinate, administer, and pay for all physician services rendered to inmates inside or outside the Detention Center. At a minimum, Service Provider shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering physician or a qualified medical professional shall be on all seven (7) days per week, twenty-four (24) hours per day for emergency situations.
- 5.1.3 Service Provider shall identify the need, schedule, coordinate, administer, and pay for all supporting diagnostic examinations, both inside and outside the Detention Center for inmates. Service Provider shall also provide and pay for all laboratory services, as indicated.
- 5.1.4 Service Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.
- 5.1.5 Once an inmate has been medically stabilized and committed to the Detention Center, Service Provider will be financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior to or subsequent to the individual's incarceration at the Detention Center. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the Detention Center.

6. EXCEPTIONS TO TREATMENT

- 6.1 The Service Provider will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Detention Center. Furthermore, Service Provider will not be financially responsible for the costs of any medical treatment or health care services provided too medically stabilize any inmate presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.
- 6.2 The Service Provider shall not be financially responsible for significant changes in treatment standards, including those associated with the approval of new drug classes, new diagnostics tests, or new surgical procedures if such costs are expected to exceed two percent (2%) of the contract amount exclusive of population increases.
- 6.3 The Service Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. The Service Provider shall provide health care services to pregnant and post-partum inmates, but health care services provided to an infant following birth will not be the responsibility of the Service Provider or County.

- 6.4 The Service Provider will not be responsible for any medical testing or obtaining samples which are forensic in nature.
- 6.5 Elective Medical Care: The Service Provider will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care which, if not provided, would not, in the opinion of Service Provider’s Medical Director, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being. Any referral of inmates for elective medical care must be reviewed by the Sheriff or his designee prior to provision of such services.
- 6.5.1 Inmates outside the Facilities Health care services are intended only for those inmates in the actual physical custody of the Detention Center. This includes inmates under guard in hospitals or under guard outside the Detention Center. Such inmates will be included in the daily population count. No other inmates, including those in hospitals who are not under guard or were hospitalized prior to commitment to the Detention Center, shall be the responsibility of Service Provider nor shall such inmates be included in the daily population count.
- 6.5.2 Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole, or supervised custody who do not sleep in the Detention Center at night, will not be included in the daily population count, and will not be the responsibility of Service Provider with respect to the payment or furnishing of health care services. The cost of medical services provided to inmates who become ill or are injured while on temporary release will not be the financial responsibility of Service Provider after the inmate’s return to the Detention Center. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of the Service Provider.

7. COMPREHENSIVE HEALTH ASSESSMENT:

Service Provider shall perform a comprehensive health assessment on any inmate confined at the Detention Center within fourteen (14) calendar days of the arrival of the inmate at the Detention Center. Such assessment shall be performed by a qualified medical professional. At a minimum, the comprehensive health assessment shall include:

- 7.1 Standard history and physical exam
- 7.2 Screening test for communicable disease, as well as urinalysis will be performed, as clinically indicated.
- 7.3 Additional lab work as directed by the physician for particular medical or health problem.
- 7.4 Additional tests as required, based on the original screening tests.

7.5 The health assessment of females will also include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses, and nipple discharge, and possible pregnancy.

7.6 Any abnormal results of the health assessment shall be reviewed by a physician.

8. Medical Health Care Services

8.1 The Service Provider shall be responsible for all medical health care orders. The Service Provider shall provide appropriate and qualified health care professionals to visit the Detention Center as needed to provide comprehensive medical care, i.e., diagnosis, treatment, prescription of appropriate medications and/or other treatment as may be indicated.

8.2 The Service Provider shall provide a qualified health care professional to be call as required to provide guidance for emergency treatment of inmates at the Detention Center on a 24-hour basis.

8.3 Provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment.

8.4 Advise Detention Center administrators of any potential situation which could place inmates and staff in jeopardy.

9. Dental Services:

Service Provider shall provide the dental program for the entire inmate population. The program shall be limited to urgent cases only. This dental service shall be provided off-site.

10. Telehealth:

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

11. Pharmaceutical Services

11.1 Service Provider shall provide a total pharmaceutical system for the Detention Center beginning with the physicians prescribing of medication, the filling of the prescription, the dispensing and administration of medication, and the necessary record keeping.

11.2 The system shall include prescription medications and over-the-counter medications. All medications shall be prescribed by the responsible physician or dentist and shall be administered by licensed medical staff.

11.3 Delivery of prescription and over the counter medications will not exceed 24 hours. In the case of emergencies, delivery shall be immediate.

12. Training by Service Provider for Detention Center Staff

Service Provider will work with the Detention Center staff to provide educational materials and instructions on a variety of necessary medical issues including, but not limited to, CPR and first aid, response to an emergency or disaster and symptoms of mental illness, alcohol and drug withdrawal, chronic illness such as diabetes or epilepsy and transmission of HIV and other communicable diseases. Detention Center's employees may be included in any in-service offerings which are available to the medical staff.

13. Waste Management:

The Service Provider will be responsible and provide a method of appropriate disposal of contaminated and/or regulated medical waste including needles, syringes, and other materials used in the treatment of inmates.

14. POLICIES AND PROCEDURES

14.1 Policies and Procedures of the Service Provider relating to the Detention Center's Health Care Delivery System (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Service Provider. The Service Provider shall develop and implement policies which ensure appropriate comprehensive health care in full compliance with and in accordance with recognized standards, laws, ordinances, rules, and regulations of Federal, State, and Local authorities that may be applicable. The Policies and Procedures of the Service Provider are subject to approval of the Moore County Sheriff's Office.

14.2 Moore County Sheriff's Office retains the right to review and approve Policies and Procedures of the Service Provider in any other area affecting the performance of his/her responsibilities under law.

14.3 Service Provider shall maintain complete, accurate, and confidential medical and dental records separate from the Detention Center confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Service Provider shall provide the Sheriff or his designee with access to such records, and upon request, provide copies as authorized by law.

15. ELECTRONIC MEDICAL RECORDS (EMR):

15.1 Provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

- 15.1.1 Licensure Fee(s) – Please state who will have the ultimate ownership of the program.
- 15.1.2 Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items.
- 15.1.3 Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to includes all hardware such as tablets, printers, scanners, signature pads, etc.).
- 14.1.4 Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- 15.1.5 Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but the County would like to keep the system in place – is there a fee or transfer service which would be followed.
- 15.1.6 Integration Fee(s) – Please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services.
- 15.2 Along with the program information, indicate if there will be allowable portals for access by Jail Administrator and /or Designee and/or any outside providers, such as the Medical Director.
- 15.3 Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the county for any breach of HIPAA information.

16. SERVICE PROVIDER’S PERSONNEL:

- 16.1 Service Provider must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must have pre-approved criminal background checks and be licensed to practice in the State of North Carolina. Minimum staffing levels on-site at the Detention Center consists of:
 - 16.1.1 A full-time RN nurse administrator will be needed to serve as the primary liaison between the provider and the Moore County Detention Center administrative staff and the Sheriff’s Office. This RN nurse administrator will coordinate the delivery of health services within the Detention Center. This RN nurse administrator will be on site forty hours each week, working an average of 8 hours each weekday, excluding holidays.
 - 16.1.2 A part-time RN nurse or LPN nurse will be needed to provide medical services on weekends and holidays working an average of eight hours per day to review intake screening forms, see any inmate with urgent needs, and prepare medications for officers to pass to inmates.
 - 16.1.3 A physician or physician’s assistant will visit the Detention Center each week or as needed to see those inmates who are referred through a triage process.

- 16.1.4 Service Provider will be on-site 122-144 hours a week between RN Nurse Administrator and LPN Nurses to provide medical care to inmate population.
- 16.2 The Detention Center will take all reasonable, usual, and customary steps necessary to screen healthcare personnel to ensure that such personnel will not constitute a security risk to the Detention Center or to the inmates. Service Provider will perform and pay for drug screening on healthcare personnel, as requested, to the same extent and routine as Detention Center does on security personnel.
- 16.3 Service Provider will maintain copies of licenses of all medical staff members assigned to the Detention Center at the time each staff member is assigned and make these available to the County on request.
- 16.4 Service Provider shall base proposal on the assumption that the average daily inmate population will not exceed 195 as a monthly average in the first year, 200 as a monthly average in the second year, 205 as a monthly average in the third year, 210 as a monthly average in the fourth year and 215 as a monthly average in the fifth year.
- 16.5 The Service Provider shall at all times maintain the on-site minimum staffing requirements at the levels offered in the proposal.
- 16.6 All on site health care personnel who provide services shall receive orientation in security procedures.
- 16.7 Service Provider's appropriate medical health personnel shall attend and participate in Detention Center staff meetings when requested.
- 16.8 Service Provider agrees that in the event the Detention Center, in its discretion, is dissatisfied with any of the individual subcontracted physicians or personnel provided under this contract, the Detention Center may give written notice to Service Provider of such fact and the reasons thereof, and if the problem cannot be resolved, Service Provider agrees to remove the individual about whom dissatisfaction has been expressed by the Detention Center and to make arrangements to cover that position until other appropriate personnel can be found.
- 16.9 Inmates shall not be employed or otherwise engaged by either Service Provider or County in the direct rendering of any health care services.
- 16.10 In the event Service Provider's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County, this shall be part of their service time pursuant to this agreement.
- 16.11 Service Provider shall not require any type of non-competition agreement from any of its employees or SubService Providers during the term of the contract with County.

17. DETENTION CENTER REQUIREMENTS:

17.1 Building and Equipment:

Detention Center will provide, install, maintain, repair, replace when necessary, and permit Service Provider to use all medical equipment within the Detention Center. The Detention Center will provide, maintain, and repair the building structure in areas assigned to Service Provider, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air-conditioning, lighting, heating, duct work, floor and floor covering, walls and ceiling; provided however, that the Service Provider shall bear the expense of repairs necessary because of the negligence of Service Provider or its employees. The Detention Center will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures but excluding sanitation of equipment and non-disposable supplies), and utilities (including all local telephone costs, but excluding long distance telephone costs which Service Provider shall reimburse the County) necessary for the operation in the areas used by Service Provider for the performance of the specifications within this RFP and the Service Provider's proposal submitted in response to the RFP.

17.2 As part of the RFP process, Service Provider has had the opportunity to inspect the Detention Center and medical office space at the Mandatory Pre-Bid, and agrees that such space and facilities are sufficient for its agents, employees, and SubService Providers to perform all of the obligations required under this Agreement.

17.3 The Sheriff/Detention Center will continue to maintain all County equipment necessary for the performance of this contract by Service Provider in working order during the term of this Agreement. If additional major equipment is required by Service Provider during the term of this Agreement, it shall be the responsibility of Service Provider to notify the Sheriff/Detention Center of a need for major equipment (defined as \$500.00 or more per piece). One-year notice is required for budget purposes.

18. FOOD, LINEN, AND OTHER SERVICES:

The County will provide daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each inmate receiving health care services.

19. PRE-CONTRACT INVENTORY:

The County will provide to Service Provider control of all County medical and office equipment and supplies in place at the Detention Center's health care unit. At the termination of this or any subsequent Agreement, Service Provider will return to the Detention Center control of all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Detention Center's health care unit prior to the commencement of services under this Agreement.

20. REPORTS PROVIDED TO DETENTION CENTER BY SERVICE PROVIDER:

- 20.1 Service Provider shall submit monthly reports as requested to a designated representative of the County concerning the overall operation of the healthcare services program and on the general health of persons committed to the custody of the institution.
- 20.2 Service Provider shall regularly confer with the Sheriff/Detention Center concerning existing health-related procedures within the institution; any proposed changes in health related procedures and any other matter which either party deems appropriate.

21. SERVICE PROVIDER COMPENSATION

- 21.1 Base Compensation: The County shall pay to the Service Provider the annual base amount in twelve (12) equal monthly installments. Service Provider shall invoice the County thirty (30) days prior to the month in which services are to be provided. The County agrees to pay Service Provider by the tenth day of the month in which services will be rendered. In the event his Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Service Provider will be prorated accordingly for the shortened month.
- 21.2 Increases in Inmate Population: If at any time during the contract term the monthly average daily inmate population exceeds the inmate population for that period of the term of the contract (as previously stated), the County shall pay a per diem (per inmate per day) for that month on the excess. Service Provider shall state in his proposal the per diem amount for each year of the contract. A copy of the Detention Center daily population report will be provided to the Service Provider each day. At the end of the month, the sum of the daily population divided by the days in that month will determine the daily inmate population. If the daily average inmate population exceeds the stated contract daily inmate population, the excess inmate population will be multiplied by the per diem and then multiplied by the number of days in the month. The additional compensation for the overage will be payable following the month of the occurrence upon submission of a separate invoice by Service Provider and verification by County.

22. FUTURE SERVICES

All proposers should include a list of suggested optional services. These services will be evaluated by the County for need and value. At minimum, proposers should include the following optional services:

- 22.1 Opioid and Substance Abuse Assessment Tools and or Software
Jails are on the front lines of this epidemic, and they also are in a unique position to initiate treatment in a controlled, safe environment.
- 22.2 Jail-Based Medication-Assisted Treatment (MAT)

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of MAT Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

23. EXCEPTIONS

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled “Exceptions to Specifications”.

PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Tuesday, February 9, 2021 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

Projected ADP for 2021-2025

Fiscal Year	Avg Monthly Population	Total Annual Cost	Per Diem in Excess of Avg Mthly Population (per inmate/per day)
July 1, 2021 - June 30, 2022	195		
July 1, 2022 – June 30, 2023	200		
July 1, 2023 – June 30, 2024	205		
July 1, 2024 – June 30, 2025	210		
July 1, 2025 – June 30, 2026	215		

The following documents must be included to be considered a responsive bid:

- 1. Signed and completed proposal form**
- 2. Non-Collusion Affidavit**
- 3. E-Verify Affidavit**
- 4. W-9**

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ Authorized Signature _____

Signatory E-mail: _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**COUNTY OF MOORE
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Moore

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

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

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

Neither the said Bidder nor any of its officers, partners, owners’ agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore 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 tainted 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 affiant.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2021

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project 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(5).
- 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 this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ____ day of _____, 2021.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2021.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

**Request for Taxpayer
 Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts obtained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

				-						
--	--	--	--	---	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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 you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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*, later.

SAMPLE CONTRACT ONLY – DO NOT COMPLETE

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the _____ day of _____, 20____, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and _____, _____ (the “Contractor”).

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from _____ through _____.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$_____ as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor’s error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor’s subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal,

state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY
 ATTN: DIRECTOR
 P.O. BOX 905
 CARTHAGE, NC 28327

CONTRACTOR:

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those

Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

20. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

J. Wayne Vest
County Manager

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

SCOPE OF SERVICES