



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Request for Proposal

December 18, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 17-037/YS, Inmate Healthcare Services for Jefferson County Correctional Facility. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and eight (8) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on Tuesday, January 9, 2018, at 9:00 am CDT at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont TX, 77705. Please contact Major John Shauberg (409-726-8720 or 409-673-2056, jshauberg@co.jefferson.tx.us) if you wish to attend.

PROPOSAL NAME:	RFP 17-037/YS
PROPOSAL NO:	Inmate Health Care Services for Jefferson County Correctional Facility
DUE DATE/TIME:	11:00 AM CDT, Tuesday, February 6, 2018
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 20, 2017 & December 27, 2017

Table of Contents

Table of Contents	2
Proposal Submittal Checklist	5
1. Introduction to Offerors	6
1.1 Vendor Instructions	6
1.2 Governing Law	6
1.3 Ambiguity, Conflict, or Other Errors in RFP	6
1.4 Notification of Most Current Address	6
1.5 Proposal Preparation Cost	6
1.6 Signature of Proposal	6
1.7 Economy of Presentation	7
1.8 Proposal Obligation.....	7
1.9 Incorporation by Reference and Precedence	7
1.10 Governing Forms	7
1.11 Implied Requirements	7
1.12 Compliance with RFP Specifications	7
1.13 Vendor Registration: SAM (System for Award Management)	8
1.14 Awarded Vendors: Submission of FORM 1295	8
1.15 Emergency/Declared Disaster Requirements.....	8
1.16 FEMA Mandated Contract Clauses	8
1.17 Evaluation	13
1.18 Withdrawal of Proposal	14
1.19 Minority-Women Business Enterprise Participation	14
1.20 Award	14
1.21 Ownership of Proposal.....	14
1.22 Disqualification of Offeror.....	14
1.23 Contractual Development	14
1.24 Assignment	14
1.25 Contract Obligation	15
1.26 Termination	15
1.27 Inspections	15
1.28 Testing	15
1.29 Loss, Damage, or Claim	15
1.30 Taxes	15
1.31 Non-Discrimination.....	15
1.32 Conflict of Interest	16

Table of Contents (Continued)

1.33	Waiver of Subrogation.....	16
1.34	Acknowledgment of Insurance Requirements	16
1.35	Insurance Requirements.....	16
1.36	Workers Compensation Insurance.....	20
1.37	Pre-Proposal Conference	22
1.38	Delivery of Proposals	22
1.39	Proposal Submission During Time of Inclement Weather, Disaster, or Emergency	23
1.40	Questions	24
1.41	Tentative Schedule of Events	24
2.	Response Format.....	25
2.1	Introduction	25
2.2	Organization of Proposal Contents	25
2.3	Transmittal Letter	25
2.4	Executive Summary	26
2.5	Table of Contents.....	26
2.6	Offeror Identifying Information	26
2.7	Conflict of Interest	26
3.	Proposal Submittal	28
4.	Scope of Services	29
5.	Project Requirements	38
5.1	Objective	38
5.2	Offeror Experience	38
5.3	Offeror Personnel and Organization	39
5.4	Term.....	40
6.	Proposal Evaluation and Selection Process	41
6.1	Introduction	41
6.2	Cost Proposal.....	41
6.3	Proposal Evaluation and Selection	41
6.4	Evaluation Criteria.....	41
7.	Price & Verification of Proposal	43

Table of Contents (Continued)

Non- Disclosure Agreement.....45

Vendor References46

Signature Page47

Conflict of Interest Questionnaire48

Good Faith Effort (GFE).....50

Notice of Intent (NOI)51

Subcontracting Participating Declaration Form (HUB).....52

Residence Certification/Tax Form56

Bid Affidavit57

Attachment A.....58

Attachment B59

Attachment C60

Attachment D61

Attachment E64

Attachment F65

Proposal Submissions:

Offeror is responsible for submitting:

- **One (1) original** proposal copy to include a completed copy of this specifications packet, in its entirety.
- Eight (8) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

- An acknowledgment and/or response to each section of the proposal.

- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Healthcare Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

- One (1) original** proposal to include a completed copy of this specifications packet in its entirety; **and** eight (8) numbered proposal hard copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Healthcare Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation,

the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County’s needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor’s supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties’ AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply 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 the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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 Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

1.17 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson

County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.19 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.20 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.23 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.26 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.30 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.31 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.33 Waiver of Subrogation

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

1.35.1 General Insurance Requirements: The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect Contractor from any and all claims and damages, which may arise out of or result from, Contractors operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts the Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:

1.35.1.1 Additional Insured: The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name JEFFERSON COUNTY

and its officers, trustees and employees as additional insured regarding Contractor's operations as well as completed operations in performance of this Contract.

1.35.1.2 Waiver of Subrogation: The Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of JEFFERSON COUNTY, its officers, trustees, and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against JEFFERSON COUNTY, its officers, trustees, and employees for any and all claims.

1.35.1.3 Coverage Primary: Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to JEFFERSON COUNTY. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.

1.35.1.4 No Commencement Without Coverage: The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by JEFFERSON COUNTY. Approval of the insurance by JEFFERSON COUNTY shall not relieve or decrease the liability of the Contractor hereunder.

1.35.1.5 Certificates: One original certificate of insurance and all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to the JEFFERSON COUNTY Contracting Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. Certificates and endorsements shall be provided by contractor and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All certificates must be issued reflecting JEFFERSON COUNTY as the certificate holder. All Certificates of Insurance shall reflect the JEFFERSON COUNTY project number, name of the Contracting Officer and be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by JEFFERSON COUNTY. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-(VII) will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing by JEFFERSON COUNTY prior to the award of the Contract. Certificates of Insurance and if applicable, any endorsements shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the endorsements as required below. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted with Contractor's final invoice for payment.

1.35.1.6 No Lapse or Cancellation: The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Except as otherwise may be provided in this contract, all insurance policies shall include an endorsement that the policy shall not be canceled, non-renewed, reduced, restricted, or limited without 30 days written notice. In the event of cancellation or lapse of insurance, the Contractor shall notify JEFFERSON COUNTY immediately, in writing, by certified or registered mail, return receipt requested. Contractor shall also provide written notification to JEFFERSON COUNTY, within ten (10) days, of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer. In addition to any other remedies JEFFERSON COUNTY may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, JEFFERSON COUNTY shall have the right to order Contractor to stop work hereunder and/or withhold payment(s) which become due to Contractor until Contractor demonstrates compliance hereof and unless otherwise directed by JEFFERSON COUNTY, shall cease work until evidence of acceptable insurance coverage is supplied to JEFFERSON COUNTY.

1.35.1.7 Breach: Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Contract.

1.35.1.8 Self Insurance: The Contractor's insurance requirements as outlined herein, may be self-insured as long as the Contractor is in compliance with the State of Texas requirements for self-insurance and subject to approval and review or audit by JEFFERSON COUNTY to verify the Contractor's financial stability. Audited Financial Statements as well as self-insured certificates must be approved by JEFFERSON COUNTY prior to acceptance of self-insurance and prior to commencement of work. The Contractor's liability is not limited by the amount of insurance carried nor by its self-insurance.

1.35.1.9 Responsibility of Payments: Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

1.35.1.10 Own Equipment and/or Property: Contractor and its subcontractors are responsible for all damage to their own equipment and/or property; applies to all property whether owned, non-owned, leased, rented or borrowed.

1.35.1.11 Other Obligations: It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

1.35.1.12 Changes: JEFFERSON COUNTY reserves the right to review the insurance requirements of this Contract during the effective date of the Contract and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

1.35.2 Specific Insurance Requirements:

1.35.2.1 Workers' Compensation Insurance: Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law

as may be applicable to the work being performed under this Contract. See section 1.36.

1.35.2.2 Employer's Liability Insurance: Coverage is required for employer's liability with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limit for Disease
\$1,000,000	Each Employee for Disease

1.35.2.3 Commercial General Liability Insurance: Coverage is required for general liability, including coverage for the following where exposure exists and for amounts not less than:

- 1) Premises/Operations
- 2) Independent Contractors
- 3) Products/Completed Operations
- 4) Personal Injury
- 5) Contractual Liability
- 6) Pollution Liability (where applicable)

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury per occurrence
\$1,000,000	Each Occurrence

1.35.2.4 Commercial Automobile Liability Insurance: Coverage is required for automobile liability, covering all owned/leased, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than:

\$ 1,000,000 Combined Single Limit

1.35.2.5 Professional Liability: Coverage is required for any and all acts, malpractice, errors, or omissions in rendering or failing to render professional services in connection with the work being performed under the Contract with limits of liability not less than:

\$	2,000,000	Per Claim
\$	4,000,000	Annual Aggregate

a) Coverage shall be continuous (by renewal or extended reporting period) for no less than **60 months** following completion of the contract and acceptance of the work by JEFFERSON COUNTY.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

1.35.2.6 Privacy & Network Security Liability: Coverage is required for any and all Wrong Acts and the resulting damages and claims expenses in connection with the work being performed under the Contract with limits of liability not less than:

\$	2,000,000	Per Claim
\$	4,000,000	Aggregate

Including the following Insuring Agreements: 1) Privacy Liability; 2) Network Security Liability; 3) Internet Media Liability; and 4) Network Extortion. Data Breach Fund & Regulatory Proceeding coverage is required and can be provided with a Sub-Limit of Liability with limits no less than \$100,000 and \$500,000 respectively.

a) Coverage shall be continuous (by renewal or extended reporting period) for no less than **60 months** following completion of the contract and acceptance of the work by JEFFERSON COUNTY.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

1.35.2.7 Builder's Risk Insurance/Installation Floater: Coverage is required providing All Risk Coverage for builders while in the course of renovation/installation. Coverage applies to direct physical loss or damage caused by a covered peril to all materials, supplies, machinery, fixtures, and equipment related at the construction project. Similar property of others in the named insured's care, custody, or control is also covered. The amount of the insurance shall equal 100% of the contract price of the building construction/installation including any modifications or change orders affecting price.

1.35.2.8 Subcontracts: Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder, purchase and maintain, during the term of the Contract, the same minimum levels of applicable insurance coverages that are necessary and appropriate for the work performed and as required of Contractor herein. Contractor shall provide to JEFFERSON COUNTY certificates of insurance and endorsements Contractor receives from its subcontractor(s) that name the Contractor and JEFFERSON COUNTY as additional insureds. Contractor shall provide JEFFERSON COUNTY with said certificates and endorsements prior to the commencement of any work by that subcontractor.

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

1.35.2.9 Additional Insurance: Additional insurance will be required to cover alleged violations of state and/or federal statutes, specifically for civil rights and constitutional violation claims.

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory

workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 Persons providing services on the project (“subcontractor”) in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.36.9.1** Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.36.9.2** Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.36.9.3** Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.36.9.4** Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1** A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2** the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.36.9.5** Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6** Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.36.9.7** Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10** By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.37 Pre-Proposal Conference

There will be a pre-proposal conference on Tuesday, January 9, 2018, at 9:00 am CDT, at Jefferson County Correctional Facility.

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, February 6, 2018, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent**

1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

County Holidays:

December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's
January 15, 2018	Monday	Martin Luther King, Jr. Day
February 19, 2018	Monday	President's Day
March 30, 2018	Friday	Good Friday
May 28, 2018	Monday	Memorial Day
July 4, 2018	Wednesday	Independence Day
September 3, 2018	Monday	Labor Day
November 12, 2018	Monday	Veteran's Day
November 22 & 23, 2018	Thursday & Friday	Thanksgiving
December 24 & 25, 2018	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.39 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be

deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.40 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

December 18, 2017	Issuance of Request for Proposal
January 9, 2018	Pre Proposal Conference
January 17, 2018	Deadline for Emailed Questions
February 6, 2018	Deadline Submission (late proposals will not be considered)
February 8, 2018	Proposals distributed to Evaluation Committee
February 14, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
February 19, 2018	Conduct Interview/Best and Final Offer/Short List
February 26, 2018	Recommendation for Award
April 10, 2018	Contractor Begins On-Site Implementation

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its

suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, Tuesday, February 6, 2018, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Health Care Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and eight (8) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- A Proposal Price Sheet which states, as a lump sum, the base price for which the Offeror offers to provide the services and meet all the requirements for the RFP for the period April 10, 2018 through April 9, 2020 based on Attachment E.

4. Scope of Services

4.1 Objective: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

4.2 Description of Jail: Jefferson County Correctional Facility (JCCF) was opened in January 1992.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

4.3 Current Contractor: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with Conmed, Inc., a private health care contract provider. The current contract was entered into on January 22, 2013. The initial term was to end January 28, 2015. The agreement was renewed for 3 years, with an additional 45-day extension, and an additional 30-day extension and expires on April 10, 2018.

4.4 Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

4.5 Supplies and Office Equipment: Supplies and medications on hand at the contract starting date will be available for use by the contract provider. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used).

In addition, the Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, pagers, calculators, additional telephones, answering machines, ordinary computer equipment.

In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.

4.6 Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".

4.7 Equipment and Supplies Remain Property of the County: All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

4.8 Records and Documentation Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.

4.9 Services and Administration: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.

4.9.1 The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards.

4.9.2 The Contractor shall coordinate with a Jail Administrator and Contract Monitor meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.

The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

Statistical reports and incident reports shall be submitted to the Contract Monitor monthly. The Health Administrator and Contract Monitor will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Contract Monitor immediately.

4.9.3 The provision for monthly health service staff meetings to include medical, dental, and mental health, to ensure good communication within health services, and the documentation of such meetings.

- 4.9.4** The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
- 4.9.5** The Contractor shall include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.
- 4.9.6** The Contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay, if applicable is neither longer nor shorter than medically indicated.
- 4.9.7** The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
- 4.9.8** The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
- 4.9.9** The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
- 4.9.10** Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment. The Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies.
- 4.9.11** Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Contract Monitor when requested.
- 4.9.12** The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.

The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.

The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.

All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.

The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.

The Contractor shall notify and consult with the Contract Monitor prior to discharging, removing, or failing to renew contracts of professional staff.

- 4.9.13** The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.
- 4.9.14** That job descriptions are provided for all areas of health staff employment and that staff are adequately oriented to their tasks.
- 4.9.15** That there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. Health services staff shall include a 12 hour MD plus 40 hour NP/PA or a 40 hour MD per week medical director, and a full-time health services administrator. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.
- 4.9.16** Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor, if any, were computed into their staffing ratio. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week.
- In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis.

Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the county for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Contract Monitor. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by Contractor.

In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1,050 or decreases below 750. If the population increases beyond 1,050 or decreases below 750, a per diem will be charged. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 750; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1,050 inmates or fall below 750 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.

- 4.9.17** That adequate and appropriate medications are on hand or available in timely order, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.

Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.

The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.

Contractor shall include a Medication Administration Record to include all information contained on the prescription label.

JCCF sells some non-prescription items through the Commissary.

- 4.9.18** That there are adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.

- 4.9.19** That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to

JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.

Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

4.9.20 That there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:

- Review of the receiving screening,
- Complete history and physical examination,
- Recording of vital signs, height, and weight,
- Mental health evaluation,
- Vision and hearing screening,
- Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- Review of the results of the health appraisal by a physician, and
- Initiation of therapy, when appropriate.

The Contractor must provide the following dental services on-site:

- Prevention of dental disease and oral hygiene education,
- Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
- Referral to a dental specialist if needed, and
- Provision for emergency care.

4.9.21 That inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.

The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.

Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation

rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.

4.9.22 That when needed and as appropriate, eye glasses, dental replacement and other prostheses are furnished to the inmate requiring same at the expense of the Contractor in accordance with NCCHC guidelines.

4.9.23 The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. That confidential and complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health and dental care, and hospital in-patient and emergency care, laboratory and radiological services, medication administration record, and medical specialty encounters.

The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.

The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

4.9.24 That inmates are provided with an opportunity for self-education regarding their personal health and well-being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.

4.9.25 That diagnostic, radiological, medical specialty, and emergency and in-patient hospital services and care are provided.

The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.

4.9.26 The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and key tones, vital signs,

assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia.

4.9.27 The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.

4.9.28 The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.

The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.

Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.

4.9.29 That infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.

4.9.30 Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.

4.9.31 JCCF has implemented a co-pay program for health services.

4.9.32 The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room.

4.9.33 The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.

4.9.34 Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF.

4.9.35 Contractor will provide for mental health services which shall include as a minimum:
- Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.

- Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
- Crisis intervention and management of acute psychiatric episodes.
- Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
- Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
- Obtaining and documenting informed consent.
- Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
- The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.
- The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

- 4.10** Standards and Accreditation: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2008). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.
- 4.11** Alternates (Options): The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates should be sufficiently described and labeled within the proposal, and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.
- 4.12** Electronic Medical Records (EMR) Contractor must provide an EMR that meets all NCCHC, ACA, Texas Jail Standards, and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The contractor must agree to give the county all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.2.1 Minimum Qualifications – To be considered for award of this contract, the Respondent **must** meet the following minimum qualifications:

The Offeror must be organized for the sole purpose of providing healthcare services, and have previous experience with proven effectiveness in administering correctional health care programs.

The Offeror must have at least five (5) continuous years of corporate experience in providing healthcare services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the facility. Emphasis will be placed on those referenced correctional facilities in the State of Texas.

The Offeror must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.

The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval. Key positions to be included are:

- a. Chief Executive and Chief Operating Officer
- b. Executive Vice President
- c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
- d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
- e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
- f. Utilization Manager/Case Manager/UM contractor assigned to the site
- g. Site Health Service Administrator (H.S.A.) (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County).

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

5.4 Term

5.4.1 The contract resulting from this RFP will have an initial period starting April 10, 2018, ending April 9, 2020 (24 months). Jefferson County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments for three (3) additional years past the initial term. At the expiration of the initial term the parties may, at their independent discretion, agree to extend the contract for additional one (1) year terms.

5.4.2 This contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.

5.4.3 An explanation of any and all costs the Offeror intends to pass-through to the County as part of their operational budget is required in the Offeror response. As this will be a cost plus management fee contract, all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Cost Proposal

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Sheriff's Department, Jefferson County Correctional Facility, Jefferson County Auditor's Office, Jefferson County Judge's Office, Jefferson County District Attorney's Office, and Commissioners' Court.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation Plan – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. Offeror Qualifications – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

d. Personnel Qualifications – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

e. Cost of Professional Services – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

**Section 7
Price and Verification of Proposal**

The (name of Offeror) _____ agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated December 18, 2017, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) _____, and all accompanying forms and attachments, for the sums stated hereafter.

7.1 Base Proposal: For the Two Year Period Beginning April 10, 2018 and Ending April 9, 2020. (In words and numbers below):

_____ (\$_____)

7.1.1 The above price is based on an average daily population (ADP) of nine hundred (900) inmates during a billing period. If the ADP increases or decreases by _____ percent, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by a greater percentage, the price will be increased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price. If the ADP decreases by a greater percentage, the price will be decreased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price.

7.1.2 By submission of this proposal, the offeror certifies that:

- a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
- b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- c. The person signing this proposal certifies that (s)he is authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: _____

7.2.2 Alternates That Will Not Affect the Price:

7.2.3 Alternates That Will Affect the Price:

[Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).

**Section 7
Price and Verification of Proposal
(Continued)**

7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning April 10, 2020.

In the event it is awarded the contract pursuant to its proposal dated _____, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one-year periods, **the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):**

Offeror: (Company Name) _____

Authorized Signature (Typed) _____

(Signed) _____

Company Address: _____

Phone Number _____ Fax Number _____

Corporation (); State of Incorporation _____

Partnership (); Other _____

Federal Employer Identification Number: _____

Contact Person: _____ Phone Number: _____

7.4 Line Itemization of Base Proposal (A)

Bottom line total should agree with base price as stated under A. Base Proposal

The Offeror (Name of Company): _____ herein submits its breakdown of its proposal price, as required by the Jefferson County RFP for medical and other health care services to be provided at the Jefferson County Correctional Facility, Beaumont, Texas, for the two-year period **beginning April 10, 2018 and ending April 9, 2020**. In the event that there is a discrepancy between the bottom line total(s) as stated in this Line Itemization and the amount stated under "A. Base Proposal", the latter shall govern.

Name of Offeror: _____

Typed Signature: _____

Signed: _____

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If choosing the latter, please note that fact, on this form).

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____ _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

**Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p align="center">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	
<u>Offeror Must Complete and Return This Page With Offer.</u>		

Adopted 8/7/2015

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (*Complete Part III*)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.

- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name _____ and _____ address _____ of _____ bidder:

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2017.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

Attachment A Health Services Off-site

Cap Year I February 2013 – January 2014

Cap Amount:	\$500,000.00
Total Payments:	\$917,409.00
Amount Over Cap:	\$417,409.00

Cap Year II February 2014 – January 2015

Cap Amount:	\$500,000.00
Total Payments:	\$847,460.95
Amount Over Cap:	\$347,460.95

Cap Year III February 2015 – January 2016

Cap Amount:	\$500,000.00
Total Payments:	\$887,648.74
Amount Over Cap:	\$387,648.74

Cap Year IV February 2016 – January 2017

Cap Amount:	\$500,000.00
Total Payments:	\$585,721.32
Amount Over Cap:	\$85,721.32

Cap Year V February 2017 – January 2018

Cap Amount:	\$500,000.00
Total Payments:	\$312,472.75 (8/2017)
Amount Over Cap:	N/A

Attachment B

Medical Statistics (August 2016 – July 2017)

Physician Sick Calls:	447
Nurse Practitioner Sick Calls:	4,703
Dental Sick Calls:	1,088
Psychiatrist Sick Calls:	821
LPC:	6,429
Nurse Sick Calls:	5,012
Nurse treatments/ monitoring:	114,245
Intake Screenings:	13,758
TB Screenings (placed/read):	11,550/5,200
Laboratory:	1,936
X-Ray:	1,062

Off-Site Referrals:

Hematology:	1
OB/GYN:	20
Ophthalmology:	11
Orthopedics:	23
Neurology:	2
Urology:	6
Oral:	10
Cardiology:	2
Infectious Disease:	4
Podiatry:	6
Radiation:	5
Dermatology:	1
Outpatient Surgery:	1
Outpatient Diagnostics:	7
Dialysis:	10
ER:	189
Hospital Admission:	44

Attachment C Staffing Requirements

Position	FTE	Hours Per Week
----------	-----	----------------

Days

NP/PA	1.00	40
Medical Director*	.30	12
Dentist	.50	20
Psychiatrist	.25	10
RN/Administrator	1.00	40
RN/Director of Nursing	1.00	40
RN	1.40	56
LVN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
Mental Health Counselor	1.50	60
Dental Assistant	.50	20
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

Evenings

RN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
EMT-P/I	.60	24

Nights

RN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56

Total	25.56	1,022.00
--------------	--------------	-----------------

- *On Call 24 hours a day, seven days per week
- FTE = Full Time Equivalent
- * EMT-P or EMT-I
- FT NP/PA & MD 12 hrs or FT MD

Attachment D Off-Site Providers

HOSPITAL

ST. ELIZABETH HOSPITAL
830 CALDER AVE.
BEAUMONT, TX 77702
(409) 892-7171

BAPTIST HOSPITAL
3080 COLLEGE ST
BEAUMONT, TX 77701
409-212-5000

OPHTHALMOLOGY

DR. LEVACY & HARMON
3345 PLAZA 10 BLVD. SUITE B
BEAUMONT, TX 77707
(409) 833-0444

BEAUMONT EYE ASSOCIATES- DR. REN
3129 COLLEGE
BEAUMONT, TX 77701
(409) 838-3725

GENERAL SURGERY

DR. PEEL
60205 METROPOLITAN DR STE 230
BEAUMONT, TX
(409) 835-9500

ORAL SURGEON

DR. RAVI
2929 CALDER SUITE 302
BEAUMONT, TX 77702
(409) 832-2532

OB/GYN

DR. SPROTT
2965 HARRISON STE 313
BEAUMONT, TX 77702
(409) 838-4472

ORTHOPEDICS

BEAUMONT BONE & JOINT
3650 LAUREL AVE.
BEAUMONT, TX 77707
(409) 838-0346

Attachment D (continued)

CARDIOLOGY

ADVANCED CARDIOVASCULAR
755 S. 11TH ST., SUITE 2200
BEAUMONT, TX 77702
(409) 892-1192

DERMATOLOGY

DR. MORRELL
3650 DELAWARE STE 901
BEAUMONT, TX
(409) 898-3900

UROLOGY

DR WILCOX
1120 S 27TH ST
NEDERLAND, TX
(409) 727-0794

PODIATRIST

DR LUSK
6260 DELAWARE
BEAUMONT, TX
409-899-1538

NEPHROLOGY

DR. DERDERIAN
3030 NORTH SUITE 340
BEAUMONT, TX 77702
(409) 899-1117

DR. LOZANO
2900 NORTH SUITE 410
BEAUMONT, TX 77702
(409) 896-5200

DIALYSIS

BIOTRONICS KIDNEY CENTER
PO BOX 7464
BEAUMONT, TX 77726
(409) 839-8204

1085 S 23RD
BEAUMONT, TX 77702
409-840-2020

GOLDEN TRIANGLE
1020 N 14TH
BEAUMONT, TX 77702
409-832-8423
KIDNEY CENTER

RENAL CENTER
3050 LIBERTY
BEAUMONT, TX 77702
409-838-6602

Attachment D (continued)

AMBULANCE

ACADIAN
PO BOX 98000
LAFAYETTE, LA 70509
(337) 291-3333

LABORATORY ON-SITE

LABCORP
P.O. BOX 8105
BURLINGTON, NC 27215
800-553-5059

RADIOLOGY ON-SITE

MOBILE-X USA
THE HIGHLANDS 920 RIDGEMONT
SPARKS, MO 21152
1-800-834-2420

Attachment E
Relating to the Jail Population

The jail's population on July 31, 2017 was:	783
Total book-ins August 2016 – July 2017:	16,548
Average book-ins per month:	1,379
Number of inmates over 14 days:	2,639
Percentage of book-ins with over 14 day stay:	16%

Subjects booked in from August 1, 2016 to July 31, 2017:

Female/Black:	2,105
Female/White:	1,950
Male/Black:	6,812
Male/White:	5,681
Total Booked In:	16,548

Attachment F

Description of Facility

The Jefferson County Correctional Facility was opened in January 1992. The facility is a combination of minimum, medium, and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells.

The average daily population from August 2016 to July 2017 is 746, with approximately 109 female inmates. This facility has 25-30 inmates that participate in a work release program. The inmates leave the facility to work in the community.