



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 11/13/2025

ID Number: 3023

Title: Inmate Health Services for Detention Center

Due Date/Time: December 10, 2025 at 11:00 a.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Voluntary Pre Solicitation Meeting: December 2, 2025 at 10:00 a.m.e.s.t.

Detention Center
1675-3A York Highway,
York, SC 29745
Pro Star Conference Room

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: December 4, 2025 by 4:00 p.m.

Tentative Date of Council Approval: February 16, 2026

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this request is to solicit only qualified professionals who can offer InmateHealth Services for the York County Detention Center located at 1675 York Highway (HWY #5), York, SC 29745.

The successful Offeror must be actively engaged in the business of health care, must have the management expertise and capability to operate a contract of the complexity described herein, and have adequate back-up support for onsite management, and adequate home office support.

1.2 Scope

The York County Sheriff's Office is seeking Inmate Health Care Services in accordance with the requirements stated herein. The proposed solution shall be a comprehensive, health care delivery system at the York County Detention Center (YCDC), located at 1675-3A York Highway, York, SC 29745. This facility houses both male and female detainees and some sentenced inmates, generally having sentences of less than three months. The 2024 average daily population of the jail was 514 inmates. Between January and August 2025, the daily population of the jail was 474. The proposal should be based on an average daily population of 500 inmates.

The Proposer who is selected to provide the services described in this RFP, (hereinafter "Offeror") should be the sole supplier and/or coordinator of the Inmate health care services delivery system at the YCDC. The Offeror shall be responsible for all medical care for all inmates at the jail. The term "medical care" includes both "medical care" as well as "dental care." This responsibility of the Offeror for the medical care of an inmate commences with the commitment of the inmate and exchange of the custody to the administration of the facility and ends with the discharge (or temporary release) of the inmate from the custody of the York County Detention Center.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Offeror's responsibility. Inmates held in the Jail for other jurisdictions such as other counties will be included in the count, and the on-site care for these inmates will be the responsibility of the Offeror.

SECTION 2 OTHER REQUIREMENTS

2.1 Minimum Qualifications

York County Detention Center requires that any proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the candidate's disqualification:

- a) Must be actively engaged in the business of correctional health care;
- b) Must currently have a minimum of three (3) county contracts covering jails, with each having more than 300 ADP;
- c) Must have been in business under the same corporate or partnership name for at least five years, agree to operate this contract under that same name, and agrees not to incorporate or form a new entity for the specific purpose of contracting with York County Sheriff's Office;
- d) Must have the management expertise and capability to operate a contract of this complexity, and have adequate back-up support for onsite management, and adequate home office support for administration of the inmate health care program;

2.1.1. Offeror must provide a written statement of their compliance with the Prison Rape Elimination Act of 2003.

2.1.2 Health care services must be provided in compliance with the Jail Health Standards as outlined by the Minimum Standards for Local Detention Facilities in South Carolina and the South Carolina Department of Environmental Services.

2.1.3 Offeror must recruit, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in the solicitation, the proposal selected and the resulting contract. All medical staff providing services under this contract must be licensed medical professionals certified and licensed to perform medical duties in the State of South Carolina. Offeror shall assure that all employees are properly licensed or certified and trained for the position they are filling.

a. The York County Detention Center is currently staffed with a self-operated medical unit. All current licensed nurses shall be retained by healthcare Offeror. Any current nursing staff within one (1) year of being vested in the South Carolina Police Retirement System shall remain employed by the York County Sheriff's Office, unless they wish to transition their employment to the healthcare Offeror. While still employed directly by the York County Sheriff's Office, nursing staff will abide by all rules and practices of the healthcare Offeror. The York County Detention Center also currently staffs a self-operated pharmacy (dispensing and non-dispensing) with a part time pharmacist and a full-time pharmacy technician. The healthcare Offeror should give an option to maintain YCSO pharmacy staff as employees of the York County Sheriff's Office, and an option to provide pharmacy services without YCSO staff.

2.1.4 Offeror is expected to screen all newly arriving inmates upon their entry at the detention center in pre-intake. Said Receiving Screening should include all standards as outlined by the Minimum Standards for Local Detention Facilities in South Carolina. A standardized form should be used to record the information and should be maintained in the inmate's health record. Such screening shall include clearance for placement in the detention facility and or referral to an appropriate health care facility on an emergency basis. On average, the York County Detention Center process 18-20 arrestees per 24-hour period.

2.1.5 In compliance with Minimum Standards for Local Detention Facilities in South Carolina, Offeror shall perform a comprehensive Health Assessment on all inmates within fourteen (14) calendar days of their arrival at the detention facility. Such assessments shall be performed by a qualified medical professional. These health assessments may be required to be conducted in housing units.

2.1.6 Offeror shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the detention center.

2.1.7 Offeror shall conduct daily "Sick Call" every day to include holidays to act upon medical complaints of inmates.

2.1.8 Offeror shall recognize the findings of the South Carolina Supreme Court in the case of *Myrtle Beach Hospital, Inc. d/b/a Grand Regional Medical Center v. City of Myrtle Beach*, 532 S.E.2d 868 (2000) and its Myrtle Beach decision and apply it as often as possible. In this decision the Court ruled that the City of Myrtle Beach was not responsible for payment of pre-sentenced inmate medical bills because there was no implied contract or obligation to pay simply because of the City's duty to provide pre-sentenced inmates with "access" to needed medical services.

2.1.9 Offeror shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any inmate of the detention facility, subject to any proposed limits of liability. This shall include all institutional charges, physician charges as well as any and all additional charges for medical care. This would also include responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for services provided.

2.1.10 Offeror shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates inside or outside the detention facility. At a minimum, Offeror shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The physician or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations.

2.1.11 Offeror shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside the detention facility. Offeror shall also provide and pay for all laboratory services as indicated.

2.1.12 Offeror shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

2.1.13 Offeror shall provide a dental program for the entire inmate population. Emergency dental services shall be available on a 24-hour a day basis. Dental screening shall be given to all inmates within one month of his or her admission to the detention facility. YCDC does have a dental exam room located at the facility. Offeror shall be responsible for providing all dental equipment needed and used in the dental health care program.

2.1.14 Offeror shall provide a total pharmaceutical system that shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by a responsible physician, filled by appropriate personnel, dispensed by qualified personnel as prescribed and all necessary record keeping completed. The YCDC also currently staffs a self-operated pharmacy (dispensing and non-dispensing) with a part-time pharmacist and a full-time pharmacy technician. The healthcare Offeror should give an option to maintain YCSO pharmacy staff as employees of the York County Sheriff's Office, and an option to provide pharmacy services without YCSO staff.

2.1.15 Offeror shall provide and pay for all equipment and supplies used in the health care delivery system administered under this contract at the current facility. This would include medical supplies, medical records, office supplies, forms, periodicals, etc.

2.1.16 Electronic Health Records: Offeror must provide a non-proprietary electronic health record system to maintain complete and accurate medical, dental, and mental health records of the inmate population. In any criminal or civil litigation where the physical or mental condition of an inmate is an issue, these records will be retrieved by the Jail Administrator or designee. The Sheriff's Office shall be the owner of all medical records.

2.1.17 Offeror will be expected to utilize the current medical area of the facility. This area shall be maintained and kept clean at all times.

2.1.18 Personnel hired by Offeror shall be required to submit and pass a background check submitted to the Jail Administrator or designee as a requisite for initial and or continued employment. Each employee shall comply with York County Detention Center regulations, policy and procedures as well as state and federal laws.

2.1.19 Offeror will ensure that it's staff designs and implements policy and procedures as well as protocol for health care services and medical staff. Offeror shall be responsible for ensuring that its staff reports any problems and or unusual incidents to the Jail Administrator or his designee.

2.1.20 Offeror is required to examine and treat any and all inmates serving time in segregation or otherwise unable to attend sick call in the cell of that/those inmates. Offeror is also required to render emergency care at any location in/on the detention facility property.

2.1.21 Offeror will perform physical examinations on inmate workers and will clear inmates assigned to work details as being physically fit for assigned duties.

2.1.22 Offeror shall provide monthly statistics to the Jail Administrator or designee including but not limited to:

- a. Number of inmates seen at sick call
- b. Number of inmates seen by physician
- c. Number of inmates seen by dentist
- d. Number of inmates seen by mental health
- e. Number of intake medical screenings
- f. Number of 14 day physical assessments
- g. Number of pharmacy orders processed

2.2 Insurance

Offeror must carry professional liability insurance in an amount of at least \$1,500,000 per occurrence and \$5,000,000 in the annual aggregate. If proposer maintains professional liability insurance on claims made basis, proposer must purchase tail coverage in amounts and duration acceptable to the County in the event it replaces carriers prior to the expiration of the applicable Statute(s) of Limitations associated with any claims arising from any care or services rendered under the contract. Coverage limits should be specific to York County Detention Center. If proposer cannot provide site specific coverage, they must provide how many other contracts share the limits.

Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence and \$2 Million annual aggregate; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence and \$2 Million annual aggregate; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured.

All insurance must cover the proposer and all of its employees; any sub-contracted physicians or nurses must have this same coverage.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information divided into sections as indicated below. Failure to submit this information will render your Proposal as ineligible for consideration.

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TAB 1: TECHNICAL APPROACH (30% of Score): Provide a description of the Proposer's approach to the services described in Section 1 and 2, to include startup procedures/requirements, methodology, operations, training, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities.

TAB 2: QUALIFICATIONS OF THE FIRM (15% of Score): Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in sections 1 and 2 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined in section 1 of this document.

TAB 3: QUALIFICATIONS OF STAFF (20% of Score): Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Sections 1 and 2 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

TAB 4: SERVICE CAPABILITIES (25% of Score): Proposer's locations or branches that would service York County or location from which Contractor(s) would be deployed. Outline of service area and capabilities of staff/capacity to meet the needs of York County.

COST PROPOSAL (one copy in a separate sealed envelope) (10% of Score): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in below. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal, to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete paper copy and include a digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the GetAll portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If a confirmation email is not received, contact GetAll support at support@getall.com to confirm the submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step-by-step instructions on how to submit a response select Help and then Quick Reference in the GetAll portal.

3.5 Intent

Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he has received all addenda issued before Proposals are opened. Questions received less than five (5) days prior to the date for opening of Proposals may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

General questions about this solicitation should be submitted through the [GetAll](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature.

The Offerors' past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. These criteria excluding the cost will be independently evaluated by each committee member. Once the committee has evaluated each proposal, the score will be tallied. Lastly the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County must award this Proposal to the lowest responsible and responsive Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Proposal s and to make an award to the most advantageous vendor.

Upon determination of the lowest Offeror, review of Proposal for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.4 Terms of Contract

The contract term shall be for three (3) years with two (2) additional one (1) year renewal options.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any

breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.6 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the PROPOSAL. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the

claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers' compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

5.15 Non-Collusion Proposal and Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders

and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

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COST PROPOSAL

The offeror will track hours worked in the facility on approved time sheets and forward to the Medical Services Coordinator for approval/signature. Approvals will then be forwarded to the Chief Jail Administrator, or designee. Each quarter, the Chief Jail Administrator, or designee, will forward the approved time sheets to the offeror. The offeror will invoice the facility on a quarterly basis based on hours covered in the facility.

Inmate Health Services Total Annual Cost (including Pharmacy and Mental Health Services)

Alternate 1

Total Annual Cost including contract pharmacy but excluding Mental Health Services

Alternate 2

Total Annual Cost including Mental Health Services excluding contract pharmacy (using current pharmacy operations)

Alternate 3

Total Annual Cost excluding contract pharmacy (using current pharmacy operations) and excluding Mental Health Services

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____ Addendum 5 _____