



**COUNTY OF COLE  
JEFFERSON CITY, MISSOURI**

**REQUEST FOR BID**

**2019-30: MEDICAL SERVICES,  
COLE COUNTY JAIL**

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*

**THURSDAY, OCTOBER 24TH AT 3:00 P.M. CENTRAL**

*AND RECEIVED AT:*

**COLE COUNTY COMMISSION  
311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MO 65101**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Direct Contact Name (Typed/Printed)**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Office Telephone Number**

\_\_\_\_\_  
**Direct Line or Extension**

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Name (Typed/Printed)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

# REQUEST FOR BID

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Sealed offers will be accepted by the Cole County Commission for consideration in provision of:

**2019-30      MEDICAL SERVICES, COLE COUNTY JAIL**

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, October 24th, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at [www.colecounty.org](http://www.colecounty.org) or by contacting Jessica Bryant at (573) 634-9168 or [jbryant@colecounty.org](mailto:jbryant@colecounty.org)

NEWS TRIBUNE: September 29, October 6, 13

Legal Notices  
Cole County Commission  
311 East High Street  
Jefferson City MO 65101

# COLE COUNTY COMMISSION

## PURCHASING

311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MISSOURI 65101

### REQUEST FOR BID

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#### 1.0 OVERVIEW

- 1.1* **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for consulting and software development services and for the redesign of documents and document processing and distribution methods to ensure the accuracy of the voter registry and to streamline voter registration and canvassing.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their submission titled "EXCEPTIONS."

- 1.2* **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

**Jessica Bryant**  
**[jbryant@colecounty.org](mailto:jbryant@colecounty.org)**

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as explicitly permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3* **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at [www.colecounty.org](http://www.colecounty.org). An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County

assumes no liability if a contractor fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

**1.4 SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate the agency or company submitting the bid;
- include (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

**1.5 BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, October 24<sup>th</sup> at 3:00 p.m. central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

**1.6 ADVICE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters, including a bid tabulation summarizing responses received, will be sent via email to all parties submitting a response.

## **2.0 TERMS AND CONDITIONS**

**2.1 INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

**2.2 RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

**2.3 MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

**2.4 VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner by a respondent. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at [www.colecounty.org](http://www.colecounty.org). Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **EVALUATION & BASIS OF AWARD.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at

the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the awardee appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.

- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the Specifications. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **CANCELLATION.** The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County.
- 2.16 **DELIVERY.** If requested, the delivery date or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or project if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** In case of default by the bidder or contractor, Cole County will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.18 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.19 **SHIPMENTS.** All shipments and deliveries shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.20 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.21 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting award or contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes primary vendor(s). Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual need and maintain the quoted pricing.

- 2.22 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.23 **EVALUATION.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.24 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.25 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.26 **PERFORMANCE INSPECTION.** Inspection of the Contractor's work, records, procedures, and/or any other aspect of their performance as it relates to the service contemplated herein will be subject to inspection of any kind and at any time as deemed necessary by the County.
- 2.27 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.28 **CONTRACT TERMINATION.**

2.28.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation

for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

**2.28.2 TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

### **3.0 SCOPE OF SERVICES**

**3.1 OVERVIEW.** The County seeks the submittal of information from contractors interested in providing medical services for Cole County. The County is seeking for twelve (12), sixteen (16), and twenty-four (24) hour medical services. Contractor will provide "as needed" medical services for the Cole County Jail. Cole County will only reimburse contractor at the rates listed in the rate schedule attached. All contractor(s) must comply with the rates listed in this schedule or be subject to removal from the awarded list.

**3.2 TIMEFRAME.** It is the intent of the County to secure fixed pricing for (1) year, renewable for up to one (3) additional one-year extension at the sole discretion of the County. A contract renewal will be issued for any extension period. The County is seeking to have this service begin immediately.

**3.3 SUMMARY.** The contractor shall perform medical services for the Cole County Jail as specified herein, but not limited to, and in accordance with generally accepted professional standards, and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services performed herein;

3.3.1 The contractor will provide professional care and treat inmates and other detainees within the Cole County Jail.

3.3.2 The contractor will provide both routine and emergency medical procedures, if and when is necessary.



3.3.3 The contractor is responsible for routine health care of inmates with certain pre-existing medical conditions. This might include, but not limited to, high blood pressure, diabetes, and seizure disorders. It is also the responsibility of the contractor to treat inmates who have developed an acute or chronic illness.

**3.4 REQUIREMENTS.** All licensed staff assigned to perform under the contract shall maintain their professional licensure in good standing in the State of Missouri throughout the duration of the contract. Professional titles and qualifications of personnel assigned to perform services under the contract shall comply with applicable Missouri statute, e.g., Chapter 334 RSMo, regarding Medical Practitioners, Chapter 335 RSMo, regarding Nurses, etc.

3.4.1 The contractor shall provide the minimum coverage described herein for medical services, and shall provide equal or better substitute coverage in the event scheduled staff cannot be available. Any coverage for which the contractor fails to find substitute staffed shall be credited in full to the County; the County reserves the right or other legal remedies in the event staffing requirements are not met by the contractor.

3.4.2 When approved by the Sheriff or his authorized designee, hours worked excess of the contracted amount shall be billed monthly to the County at the contractor's current wage and benefit rate.

3.4.3 The contractor shall provide on-site licensed nursing coverage. The contractor shall provide pricing for twelve (12), sixteen (16), and twenty-four (24) hour nursing. The County will award which option is in best interest for the County. The contractor will also need to fill out the Bid Summary page.

3.4.4 The contractor's staff including any sub-contracted staff must operate within the requirements of Cole County Sheriff's policies, procedures, and protocols as communicated to the contractor's staff, including sub-contracted staff, by the Sheriff or designee. The contractor shall understand and agree that such policies, procedures, and protocols may change from time to time; in the event of any modification, the Sheriff or designee will promptly notify the contractor's staff. All policies, procedures, and protocols regarding operations within the Cole County Jail shall at all times remain property of the Cole County Sheriff and shall remain at the Jail after termination of the contract.

3.4.5 The contractor shall provide the County with a complete list of employees assigned to perform medical services under the contract. All employees of the contractor shall be subject to the approval of the County that will include a criminal background check. The contractor shall submit to the Cole County Sheriff's Department the name, date of birth, Social Security Number, and driver's license number. The contractor shall be responsible for keeping the staff listing current and shall immediately notify the Sheriff's Department regarding any employee termination.

3.4.6 All contractor personnel must follow all County security rules, regulations, and policies. The County reserves the right to reject admittance to any person who may constitute a security risk in the sole opinion of the Cole County Sheriff's Department, or to otherwise require that person's termination for contract work. The contractor shall be responsible for fingerprinting cost.

### **3.5 ON-SITE SERVICES**

**3.5.1 COUNTY AND NON-COUNTY INMATES.** The contractor shall be required to provide for County inmates, at minimum, the following:

3.5.1.1 On-site evaluation and medical care;

- 3.5.1.2 Mental health crisis intervention;
- 3.5.1.3 Purchasing, dispensing, recording, administration, and storage of all pharmaceuticals by qualified personnel and for the proper storage of syringes, needles, and instruments. Pharmaceutical distribution to inmates is required seven (7) days per week and may be done by nursing staff;
- 3.5.1.4 On-site laboratory testing to include finger-stick blood sugar, urine dipstick for pregnancy and/or infection;
- 3.5.1.5 TB skin tests for inmates as directed by Sheriff;
- 3.5.1.6 Disposal of all medical waste and disposable medical supplies intended for one-time use, including infectious or hazardous waste. The materials must be removed from the facility and disposed of as regulated by State, Federal, and local laws. All related costs shall be at the expense of the contractor.
- 3.5.1.7 Dental triage screenings, in accordance with criteria established by a licensed dentist, for the purpose of identifying patients in need of serious dental services. Successful contractor shall not provide or be financially responsible for the cost of dental services.

3.5.2 **SHERIFF JAIL STAFF.** The contractor shall provide for the Sheriff Jail Staff the following if and as directed by the Sheriff.

- 3.5.2.1 Pre- employment physicals for jail staff
- 3.5.2.2 TB skin tests for jail staff. The contractor nursing staff will administer TB testing for the Sheriff's employees, as scheduled and required by the Sheriff, with the County providing the serum. The Sheriff may opt to have the contractor secure the serum through the correctional pharmacy and have the pharmacy invoice the Sheriff directly to all the County to secure the serum at the best possible price.

### **3.6 MISCELLANEOUS DUTIES AND OBLIGATIONS**

3.6.1 **COLLECTION OF DNA/PHYSICAL EVIDENCE.** The contractor shall perform the collection of physical evidence (hair, blood, saliva) for the purpose of DNA testing on-site with signed consent from the inmate in accordance with applicable NCCHC guidelines. Court-ordered collection of physical evidence shall be referred to the appropriate facility or emergency room. Financial responsibility for said costs shall be the County's.

3.6.2 **BODY CAVITY SEARCHES.** The contractor shall perform body cavity searches on-site with signed consent from the inmate in accordance with applicable NCCHC guidelines. Court-ordered body cavity searches shall be referred to the appropriate facility or emergency room. Financial responsibility for said costs shall be the County's.

3.6.3 **INMATE LABOR.** Inmates are not to be employed or otherwise engaged by the contractor in either direct or indirect rendering of any health care services.

3.6.4 **EMERGENCY CARE.** The medical staff of the contractor will provide emergency treatment to visitors, Sheriff's staff, employees, or subcontractors who become ill or are injured

while on the premises. The medical staff will stabilize all patients and refer for recommended treatment or care as needed.

**3.6.5 HEALTH EDUCATION.** The contractor shall provide health education materials to the jailers for inmate education.

**3.6.6 CARE REPORTS.** The contractor shall, at the scheduled Continuous Quality Improvement meetings, review the health care reports with the Sheriff or designee concerning the overall operation of the general health of the inmates at the Cole County Jail.

**3.6.7 MEETINGS.** Contractor shall meet, in accordance with a schedule agreed to be the Sheriff, with the Sheriff or designee concerning procedures within the Cole County Jail and any proposed changes in health-related procedures or other matters, with either party deems necessary.

**3.6.8 RECORDS.** Contractor shall maintain, cause, or require being maintained complete and accurate medical records for each inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws, the Missouri Department of Corrections Minimum Standards for Jails and Lockups and the Sheriff's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete copy of the original applicable medical record shall be available to accompany each inmate who is transferred from the Cole County Jail to another location for off-site services or transferred to another institution. Medical records shall be kept confidential, subject to applicable law regarding confidentiality of such records. The contractor shall comply with Missouri and Federal law and the Sheriff's policy with regard to access by inmates and jail staff to medical records. No information contained in the medical records shall be released by contractor except as provided by the Sheriff's policy, by a court order, or otherwise in accordance with applicable laws. At expiration of the contract period, all medical records shall be delivered to and remain with the Sheriff. However, the Sheriff shall provide contractor with reasonable ongoing access to all medical records even after the expiration of the contract for the purpose of defending litigation.

Inmate medical records shall at all times be the property of the Cole County Sheriff.

The contractor shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of health care services to inmates held at the Cole County Jail.

### **3.7 DUTIES AND OBLIGATIONS OF THE COUNTY.**

**3.7.1 SECURITY.** The County will provide security sufficient to enable the contractor and its personnel to safely provide health care services to the inmates. The County shall not be liable for loss or damage equipment and supplies of the contractor, its agents, employees or subcontractors unless loss or damage was caused by the sole negligence of the County employee(s).

The County shall have full rights to screen the contractor's staff to insure that they will not constitute a security risk. The County shall have final approval of the employees of the contractor in regards to security/background clearance.

**3.7.2 OFFICE EQUIPMENT AND UTILITIES.** The Sheriff shall provide use of County-owned office equipment and all necessary utilities in place at the jail's health care facilities.

3.7.3 **INMATE INFORMATION.** The County shall provide, as needed, information pertaining to inmates that the contractor and County mutually identify as reasonable and necessary for the contractor to adequately perform its obligations under this bid.

#### 4.0 COMPENSATION AND ADJUSTMENTS

- 4.1 **ANNUAL PRICE/MONTHLY PAYMENTS.** The County and successful respondent shall agree to an annual price and the County shall make monthly payments of 1/12<sup>th</sup> of this amount during the term of this contract.
- 4.2 **QUARTERLY ADJUSTMENTS.** Account reconciliation shall be completed for each fiscal quarter. Adjustments shall be made for variances in the average daily inmate population, non-covered pharmaceuticals purchased, and other expenses such as equipment or services purchased by the successful respondent (with prior approval of the County) on behalf of the County. Per Diem rates for both County and non-County inmates shall be established through the respondents' offer as per the populations stated in Section 3.1
- 4.3 **ANNUALIZED AMOUNT UPON RENEWAL.** Upon the annual anniversary date of the contract resulting from this RFP, the annualized amount of increase and per diem rates shall not exceed 3% or the Consumer Price Index for Medical Care, whichever is lower. The CPI will be calculated from the most recent 12 month average CPI data as published by the Bureau of Labor Statistics.

#### 5.0 EVALUATION AND AWARD

- 5.1 **EVALUATION PROCEDURE.** The County's sole purpose in the evaluation process is to determine from among the responses received which is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in the County's judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. A selection committee, consisting of representatives from the Cole County Sheriff's Department and Purchasing, shall review the proposal submissions. After each proposal has been evaluated based on ability to meet the needs of the County, short-listing procedures will narrow the list of candidates to the two or more best-qualified vendors. The County will use references for verification of quality of service and ability to provide a dependable software solution. Each of these selected respondents may then be invited to an interview at which time each they will be given an opportunity to present their proposal and/or to answer questions from the selection committee. **Proposals will be evaluated using the following criteria:**
- 5.1.1 **OVERALL COST**
- 5.1.2 **COMPANY HISTORY, EXPERIENCE AND STABILITY**
- 5.1.3 **REFERENCES**
- 5.2 **BASIS OF AWARD.** Award shall be made to the lowest responsible respondent whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. The selection committee will make a recommendation to the Cole County Commission who will ultimately make the award decision. Award will not necessarily be made to the lowest priced

proposal. Cole County may elect to make an award without conducting formal interviews if one respondent is determined to be the most qualified.

## 6.0 SUBMISSION FORMAT

- 6.1 **RESPONSE PREPARATION.** Proposals are to be straightforward, clear, concise and responsive to the information requested. Respondents are to provide information as requested within the proposal.
- 6.2 **SUBMISSION REQUIREMENTS.** Responses, which are to include the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda, shall be submitted according to the following requirements:
- Responses must be submitted in a sealed box or envelope identified by bid number, bid title, and bid opening date/time;
  - Responses must be complete and signed by an official authorized to obligate the agency or company submitting the bid;
  - Response submissions must include one (1) complete original response, which shall be so marked, and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late or at a place other than the stated address will be determined non-responsive and will be returned unopened to the sender without exception.

- 6.3 **FORMAT.** Respondents must submit offers in a format that corresponds with the following sections. Please be advised that the initial evaluation of any response will be based upon the content of the bidder's response in accordance with the evaluation criteria listed. **Organized and succinct responses are appreciated.**
- 6.3.1 **FULLY EXECUTED COVER PAGE.** (Page one of this Document must be the FIRST PAGE of your response).
- 6.3.2 **COMPANY HISTORY AND EXPERIENCE.** Provide company background as it pertains to the respondent's ability to perform services under this contract.
- 6.3.3 **REFERENCES.** At least five (5) pertinent, professional references for whom the respondent has serviced similar capacity to what is outlined in this RFP shall be provided with facility name, term of contract, and primary contact name with title and contact information shall be provided.
- 6.3.4 **PROGRAM OUTLINE.** Describe the Inmate Medical Program being offered, any value-added services that would be provided and any other pertinent information.
- 6.3.5 **EXCEPTIONS TO THE SPECIFICATIONS.** Please see Section 2.6.
- 6.3.6 **PRICING INFORMATION.** Annual cost, as well as monthly cost, should be provided as well as per diem cost for both County and non-County inmates for twelve (12), sixteen (16), and twenty-four (24) hour nursing.

# ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
(title of person signing)

of \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) \_\_\_\_\_

(BY) \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

**BID SUMMARY**

**Bid No. 2019-30 Medical Services, Cole County Jail**

**311 East High Street, Room 200**

**Jefferson City, Mo 65101**

**Bid Opening Date: Thursday, October 24, 2019 @ 3:00 p.m.**

This quote will be valid for 90 days

|                      | <b>12/7 Nursing Hours</b> | <b>16/7 Nursing Hours</b> | <b>24/7 Nursing Hours</b> |
|----------------------|---------------------------|---------------------------|---------------------------|
| <b>Annual Price</b>  |                           |                           |                           |
| <b>Monthly Price</b> |                           |                           |                           |
| <b>Per Day</b>       |                           |                           |                           |

**Additional Information:**

**Name of Company:** \_\_\_\_\_

**Signature of Agent:** \_\_\_\_\_