

SEBASTIAN COUNTY JUDGE

Purchasing Department

35 South 6th Street, Room 106

Fort Smith, Arkansas 72901

(479) 784-1502 Fax (479) 784-1550

NOTICE TO: Qualified Vendors

SUBJECT: Request for Proposal, SC-1905

Sebastian County is interested in receiving sealed qualifications for furnishing the services specified in the attached Request for Qualifications (RFQ). Complete details, regarding services required by the County, and instructions for participating in the RFQ process are included in the attached package.

Qualifications must be received by the time and date indicated in the RFQ. Qualifications received after the time and date set for opening will not be considered.

If you are interested in submitting a proposal, please be sure that the requirements of the RFQ are adhered to, since failure to meet the requirements could cause your proposal to be rejected.

Any questions regarding the RFQ Invitation should be directed to the Purchasing Department in writing via email purchasing@co.sebastian.ar.us or mail 35 S 6th Street Room 106, Fort Smith, AR 72901.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County

Attachment: RFQ

REQUEST FOR QUALIFICATIONS

Sebastian County, Arkansas

COVER SHEET

SECTION I

RFQ Number: SC-1905

Title: Sebastian County Adult Detention Center (ADC) Inmate Medical Services

Opening: DATE: April 9, 2019
TIME: 2:00 p.m. (CST)
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

Mail Sealed Proposals to: Sebastian County Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

On Outside of Proposal Show: (1) Return Address
(2) RFQ Opening Date
(3) RFQ SC-1905 ADC Inmate Medical Services

Vendor must complete the following information:

Name of Vendor: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the Sebastian County Judge shall determine any and all questions or disputes which may arise concerning conformity to the specifications, conditions, and proposals; the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm, or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

From: _____ Signature: _____

Date: _____ Title: _____

General Conditions

1. Proposals must be received no later than the date and time set for the RFQ opening. **Proposals shall be in a sealed envelope clearly marked with the RFQ number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. All proposals must be signed by an authorized officer of the Company.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.
4. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFQ and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.
5. Evaluation Criteria: Pursuant to Ark. Code Ann. § 19-11-803, the evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified statements. The different evaluation parameters are shown in the chart below:

Item Number	Parameter
1	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
3	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
4	Firm's proximity to and familiarity with the area in which the project is located.

6. The contents of the RFQ will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.

7. The contract awarded in response to the RFQ (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
8. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of The County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
9. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.
10. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFQ; however, net cost information may not be confidential.
11. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
12. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
13. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.
14. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
15. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
16. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2017 must be submitted with the proposal or it can be disqualified.
17. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by

Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.

18. All questions or requests for clarification shall be submitted in writing via email at purchasing@co.sebastian.ar.us or mail at 35 South 6th Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum, if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.
19. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFQ and will be most advantageous to Sebastian County.

PURPOSE OF REQUEST

Sebastian County (the County) is soliciting proposals from qualified firms or individuals to provide comprehensive detainee medical care at the Sebastian County Adult Detention Center (ADC) and Juvenile Detention Center (JDC). The respondents shall show, to the satisfaction of the County, that it has the necessary resources to furnish services in a satisfactory and professional manner. The ADC serves adults, however, the successful applicant for this contract will also provide services to persons under the age of 18 charged as adults and housed at the Sebastian JDC. The JDC serves juveniles from the ages of 10-17.

FACILITY INFORMATION

- The ADC and JDC are located at 800 South A Street, Fort Smith, AR 72901
- The ADC and JDC are operated by the Sebastian County Sheriff's Office (SCSO) under the supervision of Sheriff Hobe Runion.
- The ADC has 356 inmate beds and an average daily population (ADP) of approximately 415 inmates with high counts of up to 500. The JDC has an ADP of 18 juveniles and has an inmate bed capacity of 42.
- The ADC is a typical county jail and will house sentenced and pre-trial detainees from Sebastian County, Arkansas. The facility also houses inmates for the United States Marshal's Services, Immigration and Customs Enforcement (ICE), the Arkansas Department of Corrections, and other municipalities from time to time.
- The JDC houses pre-trial and sentenced detainees from Sebastian County, Arkansas.
- Vendor will have sufficient jail staff assistance and security for their personnel in both ADC and JDC.
- The ADC and JDC will provide a medical exam room, medical office/storage room, and typical jail medical room equipment (i.e. exam tables, desks, storage cabinets, sinks).

All proposals shall be limited to 30 pages. Please provide one digital copy and five bound copies for the County's use.

SECTION I - COVER LETTER

Include a short (one to two pages) Cover Letter that shall include:

1. A summary of why the Respondent believes itself to be the most qualified.
2. A statement indicating that to the best of the Respondent's abilities, all information contained in the RFQ submittal is complete and accurate.
3. A statement granting the County and its representatives authorization to contact any previous client of the Respondent (or a Respondent's Team Member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's team member's performance.

SECTION II - FIRM/INDIVIDUAL EXPERIENCE

1. Firm/Individual experience
2. The Respondent's areas of specialization
3. Total number of professionals organized by seniority (i.e., 75 professionals - 25 of whom have 20 or more years with the firm, 35 that have 10 or more years with the firm)

4. Internal resources (i.e. accounting, legal, support staff)
5. Firm history and references
6. List of any and all previous lawsuits pertaining to inmate medical care and resolution of said suit.
7. Location of home and branch offices
8. Names and licensures of the principal officers of the firm
9. Type of organization
10. Identification of the major consultants
11. Key professionals: Identify the key members of your team that would be involved in providing services and describe their area of expertise and what role they will perform in providing services.
12. Resumes: Provide a resume or Curriculum Vitae (CV) of each person identified as a key professional. The resumes should contain the following:
 - A. Name
 - B. Professional registrations
 - C. Educational background
 - D. Employment history
 - E. Proposed role in the services
 - F. Other information believed to be relevant
13. Respondent contact information: Provide the following information about the person who is designated to be the Respondent's key contact with the County:
 - A. Name
 - B. Title
 - C. Office phone number
 - D. Facsimile number
 - E. E-Mail address

SECTION III - SCHEDULE

The County would like to enter into a contract and start receiving services on January 1, 2020

SECTION IV – PROJECT OVERVIEW

The ADC is requesting sealed proposals from organizations having specific experience in providing inmate medical services to county jail detainees. These correctional healthcare services shall include: physician services, nursing services, mental health services, dental services, pharmaceuticals, on/off-site medical service management, laboratory, x-ray, medical supplies, medical records management, and management services to include litigation services.

The successful vendor shall provide correctional healthcare services for the detainees housed at the ADC. The facility houses male and female detainees and has an ADP of 415 detainees. However, vendors should assume a population of 500 inmates.

SECTION V - OBJECTIVE

The objective of this RFQ is to select the most competitive and qualified vendor capable of providing correctional healthcare services to the ADC. The selected proposal must meet the following objectives:

1. To deliver quality detainee health care services that reflect the quality of standards as set forth by the National Commission on Correctional Health Care (NCCCHC) and Arkansas Jail Standards. The facility is not currently accredited by NCCCHC; however the standards should be utilized as a guideline to the extent the contracted level of services allows.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to SCSO.
3. To operate the health care program using only licensed, certified, and/or professionally trained personnel.
4. To implement a written health care plan with clear policies and procedures.
5. To maintain an open and collaborative relationship with the administration and staff of ADC.

6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the health care program in a humane manner with respect to the detainees' right to basic health care services.

SECTION VI – SCOPE OF SERVICES

The vendor shall implement policies, procedures, and protocols that meet the guidelines set forth above, as well as perform all work in a manner consistent with the ADC's administration policies, Prison Rape Elimination Act (PREA), and other relevant laws of the State of Arkansas. The vendor must also comply with all requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent that HIPAA applies to the ADC.

- **Provider Services:** Provide on-site provider services **two (2) days a week (10 hours)** at a minimum, with a physician acting as the Site Medical Director and responsible for all medical decisions. A midlevel provider, such as an Advanced Registered Nurse Practitioner (ARNP) may be utilized with the approval of the Sheriff's Office.
- **Nursing Services:** Nursing services may include a mix of (Registered Nurse) RNs, (Licensed Practical Nurse) LPNs, (Registered Medical Assistant) RMAs, or (Certified Medical Assistant) CMAs to ensure appropriate, cost efficient operation of the day-to-day medial program. **The SCSO is requiring a minimum of:**
 - **RN supervision eight (8) hours/day, seven (7) days a week;**
 - **LPN coverage twenty (20) hours/day, seven (7) days a week; and**
 - **Supplemental clinical personnel (RN, LPNs, RMAs, CMAs, etc.) at least an additional eight (8) hours/day, seven (7) days a week to assist with physician clinic, medication administration, sick call, intake medical screening, medical records management and on/off-site clinical scheduling.**

Medical staff shall administer and manage medications, triage medical requests, perform nurse sick call clinics, coordinate off-site treatment and services, and provide medical records management. The nursing personnel will be trained on all policies, procedures, and protocols as related to the provision of healthcare in a correctional environment.

- **Mental Health Services:** Adequate mental health services shall be provided to ensure an appropriate level of mental health screening and assessment, suicide prevention and monitoring, medication management, and appropriate referral and discharge planning. **The SCSO is requiring a minimum of:**
 - **Licensed mental health professional (Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW)) provided twenty-four hours per week; and**
 - **Psychiatry services (psychiatrist, psych nurse practitioner) for eight (8) hours/week**
- **Pharmaceuticals:** Provide pharmaceuticals and over-the-counter medications appropriate for the correctional environment. This includes obtaining medications, managing inventory control on-site and distribution of medications. Any exclusion for pharmaceutical operations shall be clearly defined in the vendor's proposal. **The vendor shall be financially responsible for the cost of pharmaceuticals as defined in Section VIII. Proposal Requirements.**

- **On/Off-Site Services:** Coordinate all on/off-site services, including but not limited to on-site provider clinic as required, hospital services, laboratory, x-ray, specialty consults, dental services, specialty services, and emergency transportation services. **The vendor shall be financially responsible for the cost of pharmaceuticals as defined in Section VIII. Proposal Requirements.**
- **Medical Supplies:** Provide all non-durable medical supplies required for the treatment and care of all detainees housed in the ADC facility.
- **Medical Waste:** Dispose of all medical waste in accordance with State and Federal Guidelines.
- **Medical Records:** Manage and maintain all detainee medical records separate from jail records of the detainee. **The SCSO is currently utilizing CorEMR as an electronic health record. The selected vendor shall be required to continue the use of CorEMR and pay the monthly management fee to Cor EMR.** Sebastian County will continue to host CorEMR on the current County server. Existing hardware utilized for CorEMR (desktops, laptops, scanners, etc.) shall be made available to the successful vendor. However, all future hardware expenses (with the exception of the server and network) shall be the responsibility of the vendor. The vendor must be willing to provide the Jail Director and/or Sheriff's Office Officials with access to inmate medical records and, upon request, provide copies.
- **Co-Pay:** Provide required documentation of detainee medical care as required for the ADC to post detainee co-pay charges to detainee accounts.
- **Administrative and Management Services:** Provide management services, including but not limited to developing site specific policies, procedures, and protocols; cost containment; continuing quality improvement; PREA and HIPAA compliance; utilization management; risk management; and required litigation services.
- **Statistical Reports:** Provide, analyze, and report medical statistics and overview of medical program on a time frame as established by the vendor and the ADC Administrator.
- **Security Policies and Procedures:** Adhere to ADC security policies and procedures.

SECTION VII – VENDOR RESPONSIBILITIES

Vendor's responsibility shall commence immediately upon the ADC taking control and custody of said person. Control of the person in custody occurs upon the completion of the booking process subsequent to the entrance into the facility.

Vendor shall not be responsible for the provision of elective medical care to detainees. For purposes of agreement, "elective care" means medical care that, if not provided, would not, in the opinion of the vendor's doctor or contract physician, cause the detainee's health to deteriorate or cause definite harm to the detainee's well-being.

Vendors shall provide on-site medical care to pregnant detainees as appropriate, but will not be responsible for healthcare services provided to an infant following birth.

Vendor shall provide on-site emergency medical treatment to detainees, ADC staff, and visitors as needed and appropriate.

SECTION VIII – PROPOSAL REQUIREMENTS

Proposals shall be brief, only responding directly to the items requested in the RFQ. Elaborate language, photos, graphics and other material that extends the review process will be considered excess and may impact the review committee's impression of the vendor in a negative manner. The

Technical Proposal and Cost Proposal may be submitted under the same cover, but each should be clearly identified from the other. Vendors are allowed to propose additional services beyond what is required in the RFQ. Proposals submitted for services below the minimum requirements will automatically be denied. The Technical Proposal shall not exceed twenty-five (25) pages (including cover page, attachments and resumes/bios) in total length.

Technical Proposal:

Vendor's response should be formatted in the sequence listed below. Any supporting documentation should be included only if relevant.

- 1. Cover Letter / Company Information:**
Firm name, address, telephone number, fax number, primary contact, and a summary of the technical proposal. Cover letter is not to exceed two (2) pages.
- 2. Corporate History:**
Brief history of firm
- 3. Qualifications:**
A narrative statement specifying why your firm believes it is especially qualified to undertake this project. Information shall include experience with similar sized jails, location of the nearest free standing corporate or regional office that will oversee the operation, specialized resources available for this work, demonstrated ability to adhere to project timelines, ability to recruit and maintain local professional physicians, nurses and any required supplemental staff, and concepts developed by the firm that are relevant to this project. The firm should also acknowledge understanding and compliance with Sections I-IV above. Respondents may say anything they wish in support of their qualifications, but should remember the request to keep the response on point without excessive elaboration.
- 4. Specific Knowledge and Expertise:**
Examples of specific knowledge and expertise related to this type of project.
- 5. Transition Plan:**
Firm must provide information regarding transitioning from the current operation to their program.
- 6. Staffing Matrix and Justification:**
For evaluation purposes, include a proposed staffing plan by professional specialty and a brief justification. **Matrix must include the minimums defined in Section VI - Scope of Services of this RFQ.** Vendors should be aware that all project personnel assigned to the ADC may be required to undergo a criminal background check to be performed by the ADC Administrator's Office and must be approved by the ADC Administrator prior to working in the facility.
- 7. Projects and Clients:**
A detailed list of all projects and clients for the last five (5) years shall be provided. The client list must include all current and former contracts and include appropriate contact person names, titles, agency, and location with phone number, if available. Each contract must be identified as current or former. If a former contract, specify why the contract was lost, when and to whom, if applicable.
- 8. References:**
References with contact name, address, phone number and e-mail if available. This information must be provided or the proposal may be disqualified.

SECTION IX – MISCELLANEOUS CONDITIONS

Compliance with the Request for Proposal

Proposals submitted must be in strict compliance with the terms of the RFQ. Failure to comply with all provisions may result in disqualification. The County reserves the right to reject any or all submittals or to waive minor defects or irregularities in any submittal. The County further reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or request additional information from any and/or all respondents. By submitting a qualification, the vendor thereby agrees that the County's decision

concerning submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that the County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the RFQ. All materials become the property of the County and may be available to the public. All costs incurred in creating the RFQ are the responsibility of the contractor.

Insurance Requirements

Upon award of the contract, provider shall furnish THE COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Arkansas.

Comprehensive or Commercial General Liability with a minimum of \$1,000,000 per occurrence / \$3,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability.

1. The certificate shall list the Certificate Holder and address as follows:

Sebastian County
Attn: Purchasing
35 South 6th Street Room 106
Fort Smith, AR 72901

2. The contractor shall be required to hold harmless, defend, and indemnify the County and its officers and employees from all claims of bodily injury, including death and property damage, arising from or alleged to be caused by the contractor's acts or omissions related to the performance of the contract.

SECTION X – AWARD CRITERION

Award shall be made to the vendor, whose proposal is determined to be in the best interest of the county, taking into consideration cost and the other evaluation factors listed in the RFQ.

The County anticipates the contract award (if any) should be made within 14 days of the submission deadline. All vendors submitting proposals shall be notified in writing of the committee's final decision regarding contracting medical services.

SECTION XI – ORAL PRESENTATION

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

SECTION XII – TERM OF THE CONTRACT

Any contract awarded as a result of the RFQ process shall commence on January 1, 2020 and shall continue for twelve (12) months through December 31, 2020. The contract shall be eligible for indefinite one (1) year renewals, upon mutual agreement by the County and the vendor.