

NOTICE TO BIDDERS

BID NO. SC-1609

In accordance with Title 14-22-101 of the Arkansas Code, notice is hereby given that the Sebastian County Judge will receive sealed proposals at the Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, until 2:00 p.m. on the 25th day of April, 2016, at which time proposals will be publicly opened and read at the Purchasing Department. Proposals will be taken for **Sebastian County Adult Detention Center (ADC) Inmate Medical Services**. Additional information can be obtained by contacting the Sebastian County Purchasing Department in writing via email at purchasing@co.sebastian.ar.us, by mail at Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at www.sebastiancountyar.gov. Proposals must in all matters comply with the laws of the State of Arkansas. Small businesses, as well as minority or women's businesses, are encouraged to participate in this process. The County Judge reserves the right to reject any or all proposals, waive any formalities or to accept any proposal deemed most advantageous to the County.

Charity Gregory
Purchasing/Facilities Administration
Sebastian County, Arkansas

FOR THE TIMES RECORD:

Legal notice. Publish on April 10, 2016 and April 17, 2016

RETURN PROOF WITH STATEMENT NO LATER THAN April 31, 2016

TO:

David Hudson, County Judge
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

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 Bidders

SUBJECT: Request for Proposal, SC-1609

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details, regarding the products and/or services required by the County, and instructions for participating in the bid process are included in the attached bid package.

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

Bidders on our Bid List who do not wish to submit Proposals must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted. Any vendor seeking to be added to the Bid List may complete a Bid Application, which may be obtained online at www.sebastiancountyar.gov under Top Requested Documents.

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

Any questions regarding the Bid 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: RFP

REQUEST FOR PROPOSAL

Sebastian County, Arkansas

COVER SHEET

SECTION I

Bid Number: SC-1609

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

Opening: DATE: April 25, 2016
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) Bid Opening Date
- (3) Bid Number and Title

Bidder must complete the following information:

Name of Bidder: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Instructions:

- (1) Return *three* copies of entire Request for Proposal including one original
- (2) Proposals must be signed to be accepted
- (3) Any trade discounts should be deducted and net prices shown
- (4) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (5) Bidding procedures will be in compliance with Arkansas Laws

PROPOSAL FORM

BID NO. SC-1609

SECTION II

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.

<u>Description</u>	<u>Price Per Month</u>	<u>Total Price</u>
Annual Cost Proposal # 1 (Full Risk)	\$ _____	\$ _____
Taxes		\$ _____
Total Bid		\$ _____
Written Amount:	\$ _____	

Annual Cost Proposal # 2 (Limited Risk)	\$ _____	\$ _____
Taxes		\$ _____
Total Bid		\$ _____
Written Amount:	\$ _____	

Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.

.....

Exceptions to specifications: NO _____ YES _____ (Attach itemized list)

From: _____ Signature: _____

Date: _____ Title: _____

General Conditions

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP 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 RFP 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. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
6. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
7. **Proposals must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder whom is submitting the proposal.
8. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the proposal price. An exemption certificate will be furnished where required.
9. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the proposal price of the product/services being proposed. If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will subsequently be added to the proposal price. The County is Sales Tax Exempt on motor vehicle purchases.
10. **Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will be considered to assure the County receives a quality product most advantageous vendor to the county.** Assignment of any part or all of payments accruing under contracts or purchase

agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.

11. The contents of the RFP 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.
12. The contract awarded in response to the RFP (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.
13. 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.
14. 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.
15. 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 RFP; however, net cost information may not be confidential.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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 2014 must be submitted with the proposal or it can be disqualified.
22. 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.
23. **All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP.** The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance(s) must be provided to the County.
 - a. Workers Compensation, as required by the State of Arkansas.
 - b. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - d. Minimum shall be in the total amount of the contract.
24. 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 RFP made or given prior to the award of the contract.
25. 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 RFP 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). 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 County Juvenile Detention Center (JDC).

FACILITY INFORMATION

- The ADC is located at 800 South A Street, Fort Smith, AR 72901
- The ADC is operated by the Sebastian County Sheriff's Office (SCSO) under the supervision of Sheriff Bill Hollenbeck.
- The ADC has 356 inmate beds and an average daily population (ADP) of approximately 415 inmates with high counts of up to 500.
- 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 ADC is currently under a consent decree with the United States Department of Justice (DOJ), which includes the monitoring of medical and mental health delivery of care. The vendor will be expected to cooperate with SCSO in addressing concerns raised by the DOJ.
- Vendor will have sufficient jail staff assistance and security for their personnel.
- The ADC will provide a medical exam room, medical office/storage room, and typical jail medical room equipment (i.e. exam tables, desks, storage cabinets, sinks).

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 RFP 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. Location of home and branch offices

7. Names and licensures of the principal officers of the firm
8. Type of organization
9. Identification of the major consultants
10. 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
11. 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
12. 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 June 1, 2016.

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 RFP 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 (NCCHC) and Arkansas Jail Standards. The facility is not currently accredited by NCCHC; 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 (16 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-four (24) 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 six (6) hours/day, seven (7) days a 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 the ADC records of the detainee. **The SCSO is requiring the selected vendor to implement a comprehensive Electronic Health Record (EHR) within 120 days of the initiation of services. The cost of the EHR shall be clearly defined in the Vendor's Cost Proposal.** The vendor must be willing to provide the ADC Director or Sheriff's Office Officials with access to inmate medical records and provide copies upon request.
- **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 RFP. 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 RFP. 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. The Cost Proposal should not exceed five (5) pages 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 RFP.** 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.

Cost Proposal:

SCSO is requiring vendors to submit two (2) cost proposals. Each proposal shall include the monthly cost of operation with an ADP up to 500 inmates and in accordance with the minimum requirements defined in Section III – Scope of Services of this RFP. Any proposed per diem fees must be for facility populations in excess of 500 inmates.

Cost Proposal #1: This proposal will be considered a **Full Risk** proposal. The vendors must assume 100% liability for any and all costs associated with providing medical services for the facility. This includes all pharmacy, off-site, and specialty services.

Cost Proposal #2: This proposal will be considered a **Limited Risk** proposal. The vendors must assume liability for any and all costs associated with providing medical services for the facility, including all pharmacy, off-site, and specialty services up to an **annual limit (POOL) of \$150,000.00**. SCSO will be responsible for all pharmacy, off-site, and specialty services that exceed the annual limit in any contract year. Should the annual limit not be exceeded in any contract year, the Vendor will refund 100% of the remaining allocation back to SCSO, following a 180-day reconciliation period.

Any proposal identifying additional “carve-out” pharmaceuticals or services (i.e. HIV medications, Hemophiliac medications, blood transfusions, etc.) in either cost proposal will automatically be rejected. Vendors are to assume a price escalator of no greater than 2% for each renewal year after the completion of the term of the contract, unless mutually agreed upon otherwise.

SECTION IX – MISCELLANEOUS CONDITIONS

Compliance with the Request for Proposal

Proposals submitted must be in strict compliance with the terms of the RFP. 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 RFP, 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 RFP. All materials become the property of the County and may be available to the public. All costs incurred in creating the RFP 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 RFP.

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 – TERM OF THE CONTRACT

Any contract awarded as a result of the RFP process shall commence on July 1, 2016 and shall continue for six (6) months through December 31, 2016. The contract shall be eligible for indefinite one (1) year renewals, upon mutual agreement by the County and the vendor.