

Henderson County
Sheriff's Department

(in accordance with
1981 Act)

REQUEST FOR PROPOSALS (RFP) #2014-2

On-Site Medical Provider for Jail

RFP Schedule

Issued Date: _____ March 19, 2015 _____

Written Questions Due: _____ April 10, 2015 _____

Submittal Deadline: _____ April 24, 2015 9am _____

REQUEST FOR PROPOSALS FOR On-Site Medical Provider for Jail

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified health care providers for inmate medical care to Henderson County Government/Sheriff Department (hereafter referred to as "The Organization"). The Organization seeks to provide necessary medical attention to those incarcerated, as well as dispense all medications to inmates.

The medical provider chosen should have the expertise to manage staff, provide appropriate insurance coverage, and provide qualified staff to meet the needs of the Organization.

B. BACKGROUND

Approximately 185 inmates are incarcerated on a daily basis.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

Issued Date: March 19, 2015

Written Questions Due: April 10, 2015

Submittal Deadline: April 24, 2015 9am

B. WRITTEN QUESTIONS

Questions or comments regarding this RFP must be put in writing and received by the Organization no later than April 10, 2015. Written questions are to be: (1) mailed to the Sheriff Department, attention: Brian Duke , 170 Justice Center Dr, Lexington, TN 38351, or 2) e-mailed to jenniferfesmire@hendersoncountyttn.com; COPYING bduke@hcsdtn.com

The Organization shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by April 24, 2015, 9am. Any proposal received after this date and time, may, at the sole discretion of the Organization, be returned or set aside without consideration. Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. The Organization shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer.

The Organization intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals.

2. Methods of Submittal

a. Physical Delivery

The proposal shall be submitted in paper form in a sealed envelope marked “**Proposal—RFP # “2014-2”** and delivered to: Henderson County Finance, 17 Monroe St, PO Box 495, Lexington, TN 38351. Proposals may be mailed, sent by private carrier or delivered in person during normal business hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday. Faxed copies will not be accepted. If submitting a paper proposal, the Proposer shall include one original and one (1) copy.

III. GENERAL INSTRUCTIONS

A. ORGANIZATION CONTACT PERSON

Jennifer Fesmire, Finance Director, 731-651-0253, jenniferfesmire@hendersoncountyttn.com
Brian Duke, Sheriff, 731-968-7777, bduke@hcsdtn.com

B. ORAL COMMUNICATIONS

Any oral communications by the Organization’s Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the Organization, Proposer or Contractor.

C. CHANGESTO RFP

If it is necessary to make material changes to the RFP, the Organization will post such addenda on the Organization’s Website. Recipients of record are those parties that obtained a copy of the RFP directly from the Organization. It shall be the responsibility of the Proposer to inquire of the Organization as to any addenda issued. All addenda issued shall become part of the RFP.

D. JOINT OFFERS / SUBCONTRACTORS

The Organization intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a subcontractor (including intermediary or wholesaler) is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor, method of compensation to subcontractor, and its duties in relation to the scope of work.

E. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Standard Agreement, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below in section IV.

F. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of Tennessee. Proposers shall provide copies of insurance license and errors and omissions certificate.

G. PRE-CONTRACTUAL EXPENSES

The Organization shall not be liable for pre-contractual expenses incurred by the Proposer in the preparation of its proposal and Proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its offer to the Organization; (2) negotiate with the Organization on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit the Organization to award a contract. The Organization reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

H. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the Organization a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the Organization and not withdrawn becomes an irrevocable offer available for acceptance by the Organization immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted.

I. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the Organization and may become public record after the award of contract.

J. IMMATERIAL DEFECTS IN PROPOSAL

The Organization may waive any immaterial deviation or defect in a proposal. The Organization's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

K. STANDARD AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with the Organization. The Standard Agreement for professional services presented in Exhibit B of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal-evaluation process.

L. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement for an initial term commencing July 1, 2015 and ending June 30, 2016, unless terminated earlier in accordance with the provisions specified in the Organization's Standard Agreement.

M. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of the Organization.

N. CONTRACTOR EVALUATION

At the conclusion of the contract, the Organization may evaluate the contractor's performance. The results of this evaluation may be considered by the Organization in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.

IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposals are to be submitted in 8½" x 11" size paper, typed and, if submitted in paper form, bound with a simple method of fastening. Lengthy narrative is discouraged. Proposers should use the following outline in organizing the contents of their proposals.

B. TABLE OF CONTENTS

Insert a complete table of contents for material included in the proposal, including page numbers.

C. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- Identification of any information contained in the proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the Organization); and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. This section should establish the ability of the Proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer. Any proposal including subcontractors shall include a letter, signed by president or chief executive officer, agreeing to and confirming their ability to perform services indicated.

2. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

3. Describe your firm's most noteworthy qualifications for providing the required services to the Organization. Specifically highlight those qualifications that distinguish you from your competitors.

4. Disclose any existing or potential conflicts of interest between the scope of work required by the Organization and your firm's other business activities.
5. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.

E. STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff who would be assigned to service the Organization's account, their projected levels of work, and their reporting relationships.
2. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions (including other accounts to which they are committed), and office location(s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Include as an appendix, a brief description of the personnel designated to this scope of work.
3. If more than two people will be assigned to the Organizations project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

F. WORK PLAN / TECHNICAL APPROACH

1. This section should establish the Proposer's understanding of the Organization's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline the plan for accomplishing the specified work.
2. Describe how your firm would accomplish the work and satisfy the responsibilities described in Exhibit A.

G. EXCEPTIONS / DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP, including the Standard Agreement presented in Exhibit B. If you wish to present alternative approaches to meet the Organization's work requirements, these should be thoroughly explained.

I. APPENDICES

1. Furnish as appendices those supporting documents (e.g., staffing) requested in the preceding instructions.
2. Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose total scope of medical services provide the best total employer and inmate package. The Organization expressly reserves the right to reject all proposals and make no award under this RFP.

B. EVALUATION PROCEDURES

1. Process

All proposals received in accordance with these RFP instructions will be reviewed, analyzed, and evaluated in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. The evaluators will then select a Proposer award. Any selection and contract award is subject to review by the Organization's Attorney.

2. Request for Additional Information

During the evaluation the Organization may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the Organization may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified in writing (or by e-mail) and will be permitted a reasonable period of time to submit the information.

C. CONTRACT AWARD

It is the intent of The Organization to award a single contract as the result of this RFP.

EXHIBIT A

SCOPE OF WORK INMATE MEDICAL SERVICES

A. Background

Henderson County Sheriff's Department operates under the Tennessee Corrections Institute Standards for jail and medical protocols. There are approximately 185 average daily incarcerated patients.

B. Contractor's Responsibilities

1. Provide 1 full time (40 hours) nurse per week to be onsite.
2. Provide 1 part-time (20 hours) nurse per week to be onsite.
3. A Doctor, Nurse Practitioner, or Doctor's Assistant, must visit the jail at least one day per week. This need may have variable requests dependent upon situations. Address how you will handle the additional need when it arises.
4. Provide proof of medical liability insurance, malpractice insurance, liability, and workers compensation coverage.
5. Adhere to the Tennessee Corrections Institute Standards for Jail and Medical Protocols.
6. Provide monthly consolidated billing.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

PARTIES: Henderson County Government/Sheriff
Department:

And

("Contractor")
[Address]
Attn:
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:

RECITALS

WHEREAS, the Organization may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

- SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The Organization shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the Organization and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the Organization.

- 2. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof). The Organization's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties elsewhere herein, shall inure to the Organization, its successors, assigns, and users of the goods or services.
- 3. FEES.** The Organization shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The Organization shall pay all applicable taxes. Payment shall be made by the Organization's Accounts Payable Office upon submittal of invoice(s).
- 4. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
- 5. TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof. Thereafter, the Organization reserves the right, at its sole option, to renew the contract up to a maximum of four (4) additional one-year terms.
- 6. TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Organization by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
- 7. DOCUMENTATION.** The Contractor agrees to provide to the Organization, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the Organization in its use of the Services provided hereunder.
- 8. DATA.** All confidential employee data shall be secured and transmitted in a manner to comply with HIPAA Hi-Tech regulations. Confidential Information may include, but is not limited to, employee information, Organization data, cost and expense information, and claims information.
- 9. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the Organization. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the Organization.
- 10. ORGANIZATION REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the Organization in the implementation of this Agreement.
- 11. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the Organization from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the Organization's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Organization be liable for any loss of the Contractor's

business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Organization has been advised in advance of the possibility of such damages. This shall constitute the Organization's sole liability to the Contractor and the Contractor's exclusive remedies against the Organization. Except for the sole negligence or willful misconduct of the Organization the Contractor shall indemnify, hold harmless and defend the Organization and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

12. INSURANCE. Without limiting the Contractor's indemnification of the Organization and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the Organization to protect the Organization from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the Organization certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-day notice to the Organization prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the Organization for bodily injury and property damage. Such insurance shall name the Organization as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the Organization which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional Errors and Omissions insurance in an amount not less than one million dollars (\$1,000,000) per incident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the Organization may have under law.

13. AMENDMENTS. This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.

- 14. ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the Organization or the Contractor without prior written consent of the other.
- 15. GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in Cheatham County, State of Tennessee, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 16. NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the Organization, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.
- 17. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
- 18. DRUG FREE WORKPLACE.** The Contractor, in the execution of this Agreement, certifies that it is a drug free workplace.
- 19. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
- 20. BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the City Council.
- 21. SEVERABILITY.** The Contractor and the Organization agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

22. NOTICE. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 3 business days after the date of mailing, whichever is earlier.

23. CONFLICTS OF INTEREST. The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" in any decision made by the Organization on any matter in connection with which the Contractor has been retained pursuant to this Agreement.

24. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

A) If this Agreement is funded by the Organization, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CONTRACTOR ORGANIZATION

By: _____

Title:

Organization Name

By:
Name:
Title:

Name: _____
Title:
By: