



LEGAL NOTICE

REQUEST FOR PROPOSAL

RFP 20-080

For

SUPPLEMENTAL NURSING SERVICES

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals from qualified providers to provide **Supplemental Nursing Services** at the St. Charles County Department of Corrections (SCCDOC). The term of the initial contract shall be for three (3) years, and St. Charles County shall have the option, in its sole discretion, to renew for two (2) additional one-year periods at the same terms and conditions at the prices stated in the proposal. The County reserves the right to terminate the contract, by the successful Offeror, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this **Request For Proposals 20-080** seeking and inviting proposals from firms that are qualified, able and willing to provide the services described herein to St. Charles County, Missouri ("**County**").

Proposal Instructions

The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Offerors are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original, one [1] signed copy and one electronic version (USB flash drive) of the proposal must be received in a sealed envelope plainly marked "**Sealed Proposal RFP 20-080 Supplemental Nursing Services**" with the due date and time of the proposal in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541, St. Charles MO 63301 prior to **2:00 P.M. on June 30, 2020**.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the 2:00 P.M. **June 30, 2020** deadline.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

Due to the Coronavirus, it is highly recommended that you mail or have your proposal delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the RFP deadline. If your proposal is dropped off prior to 2:00 pm, there will be someone in the lobby to receive it.

Bid results may be obtained by going to our St Charles County Government website at <http://www.sccmo.org/Bids.aspx> click on "**show Closed/Awarded/Cancelled bids**", **select bid and click on "related documents"**. **No phone calls please**. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Offeror is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

Award will be made to the firm with the highest scored proposal, best qualified, and capable of performing the desired work, subject to successful contract negotiations.

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via E-mail to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

***SITE VISIT** – To schedule an appointment please contact:

Debbie Echele, Assistant Director - Medical Services
St. Charles County Justice Center
301 N Second Street
St. Charles, MO 63301
dechele@sccmo.org
P. 636.949.3003 ext. 4520

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **3:00 PM** on **06/19/2020**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Proposal Inquiries", concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.

ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he/she is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.
- The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.
- By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication or agreement with any other Offeror as to any matter relating to such price terms; and
 - The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Printed or Typed Name: _____

Authorized Signature of Offeror: _____

Date of Proposal: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____



ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. RFP Scope: This document constitutes an RFP from qualified Offerors to provide Supplemental Nursing Services to the County, as set forth herein.

2. Background: COUNTY is seeking a qualified Offeror who can provide supplemental nursing services at the St. Charles County Department of Corrections (hereinafter “**SCCDOC**”). It is the intent of this RFP to have the successful Offeror enter into a three (3) year Agreement with COUNTY (hereinafter “**Resulting Agreement**”), to supply correctional nursing services as outlined herein, with the option for two (2) one (1) year extensions under the same terms and conditions.

The actual population of the SCCDOC varies on a daily basis. The average daily population thus far this year is 404 (ADP 2-29-20). The current secure capacity is 528. The SCCDOC houses both males and females (approximately 15% of the population are female inmates). Federal inmates are also included in these numbers (approximately 31% of the total inmate population).

The staff of the Medical Services Division of the SCCDOC consists of County nurses and supplemental contracted nurses. The County staff consists of a Health Services Administrator, Assistant Health Services Coordinator, and several Registered Nurses and Licensed Practical Nurses. Nursing services are provided twenty-four (24) hours a day, seven (7) days a week, including Holidays. Physician Services, Mental Health Services, Dental, Radiology, and Pharmacy Services are separate contracted providers.

SCCDOC Medical Services Division submits an average of 120 – 180 eight (8) hour shifts per month to be covered by the Offeror with supplemental nurses and certified medication technicians (CMT). The supplemental nurses and CMT’s are required to pass the training and orientation over a minimum of 10 shifts prior to being assigned an open shift.

3. RFP and Submittal of Proposals Timeline: The County shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The County reserves the right in its sole discretion to expand this timeline if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT
06/08/2020	Issue RFP and Advertise intent to solicit proposals.
06/19/2020 Prior to 3:00 P.M.	Deadline for Offerors to submit Inquiries.
06/23/2020	Deadline for issuance of final RFP Addendum addressing Proposal Inquiries submitted.
06/30/2020 Prior to 2:00 P.M.	Deadline for submission of Proposals.

ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. Scope of Work: The Offeror agrees to provide to COUNTY adult inmate/detainee supplemental nursing services at the SCCDOC. These services shall include registered nurses, licensed practical nurses, and certified medication technicians. Offeror must comply with all applicable standards established by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). These services shall be provided in a humane manner that uphold the civil rights of the adult inmates/detainees. Offeror must have a minimum of five (5) years of experience staffing nurses in a correctional facility.

2. Specific Services: The Offeror agrees to perform specific services within the above stated scope of work to include, but not be limited to the following:

- 4.2.1 Provide registered nurses and licensed practical nurses onsite as needed seven days per week to include Holidays and weekends. Eight (8) hour shifts vary from 6am – 2pm, 7am – 3pm, 3pm-11pm, 11am – 7pm, 11pm – 7am;**
- 4.2.2 Provide certified medication technicians as needed for eight (8) hour shifts from 6am – 2pm and 3pm – 11pm;**
- 4.2.3 Provide consistent nurses with their primary assignment being at SCCDOC. Each nurse must work a minimum of five (5) shifts per month and at least two (2) of the supplemental nurses must work a minimum of forty (40) hours per week;**
- 4.2.4 Train/orientate onsite for a minimum of ten (10) shifts for each nurse;**
- 4.2.5 Supplemental nurses must have at least one year of full-time nursing experience involving direct patient care prior to staffing at SCCDOC. Preferred experience in the areas of correctional, psychiatric, cardiac, medical-surgical, and/or critical care nursing;**
- 4.2.6 Must perform drug screens on all potential candidates at no cost to SCCDOC and perform annual drug screens;**
- 4.2.7 Provide a primary, dedicated, staffing coordinator specifically assigned to SCCDOC who understand the roles/responsibilities of the nurses and the staffing needs of the department;**
- 4.2.8 Provide an assigned site-specific on-call staffing coordinator who has knowledge of each contracted nurse and which nurses are oriented and approved to work on-site at SCCDOC. No general on-call, after hours staffing call center to perform these duties;**
- 4.2.9 Offeror must be able to provide supplemental nurses and CMT's to staff an average of 120-180 shifts per month with a 98% - 100% fill rate;**
- 4.2.10 All staff must pass a criminal background check, performed by SCCDOC, and be fingerprinted by SCCDOC;**
- 4.2.11 All nurses must be licensed by the State Board of Nursing and eligible to practice in Missouri. Must be certified in Healthcare Provider BLS and AED;**

- 4.2.12 All staff must pass SCCDOC Suicide Prevention Training during training/orientation;
- 4.2.13 All staff must comply with Health Insurance Portability and Accountability Act (HIPAA) and Prison Rape Elimination Act (PREA)
- 4.2.14 All staff must comply with annual tuberculosis screening/testing and treatment guidelines;
- 4.2.15 All staff must comply with all policies and procedures of SCCDOC and refrain from possession of contraband on the secure side of the Jail, including, but not limited to: cell phones, weapons, and smoking paraphernalia;
- 4.2.16 All nurses and CMT's must be proficient in the use of several computer applications, such as: Electronic Medical Records, Jail Management System, JailATM, Lockdown, eMAR;
- 4.2.17 All supplemental staff must be able to perform the essential functions of the job;
- 4.2.18 All nurses must respond to medical emergencies and inmate altercations within the facility and provide First Aid and nursing care to the inmates;
- 4.2.19 Nurses will be trained and assigned to all three (3) areas of assignments:
 - a. **Desk/Clinic Nurse:** The Desk/Clinic Nurse is responsible for performing fingersticks, insulin administration, vital signs, weights, triage and perform nurse sick calls, wound care, treatments, labs, screening for suicide risk, administer injectable medications, obtain physician orders and carry out orders, detox rounds, administer First Aid, respond to all medical emergencies and inmate altercations in the housing units and Booking, assist the on-site physician and psychiatrist, triage clinic visits, administer PPD's and read results, document all care in the Electronic Medical Record (EMR), charge for services, educate inmates on concerns relating to their medical/mental/dental care, obtain "Release of Information" and "Refusal of Care" forms, narcotic and sharps counts, scan documents, and other duties as assigned;
 - b. **Intake Nurse:** The Intake Nurse is responsible for completing the initial Intake Screening on all new inmates, determines Fit For Confinement, obtains consent for treatment and releases of information, medication verification, vital signs, fingersticks, peak flows, screening for medical/mental/dental concerns, suicide risk and PREA screenings (Prison Rape Elimination Act), detox screening and interventions, educate inmates on fees for services and how to access care, TB screenings and administration of PPD, obtain physician orders and carry out those orders, document in the EMR, initiate detox medications, respond to all medical emergencies and inmate altercations in the housing units and Booking, schedule appointments, enter alerts, scan documents, and other duties as assigned,
 - c. **Medication Nurse:** There are three (3) medication passes per day. The Medication Nurse is responsible for preparing and administering inmate medications at each housing unit with the escort of a Correctional Officer, follow the five (5) rights of medication administration (right patient/inmate, right medication, right dose, right route, and right time),

monitor for cheeking and palming, medication reconciliation, narcotic and sharps counts, order medications, maintain stock medications, utilize the eMAR for med pass, vital signs, read and document PPD results, obtain "Refusal of Care" forms, fingersticks, administer insulin, respond to all medical emergencies and inmate altercations in the housing units and Booking, scan documents, and other duties as assigned. The role of the medication nurse may be substituted with an approved, oriented CMT on an "as-needed" basis;

- 4.2.20 SCCDOC reserves the right to refuse employment of any supplemental staff based on performance and compliance with policies and procedures;
- 4.2.21 Offeror must comply with paying the nurses the following *minimum* rate of pay per hour the first year of contract award: RN weekday dayshift = \$32/hr, RN weekday evening shift = \$33/hr, RN weekend and night shift = \$35/hr, LPN weekday dayshift = \$25/hr, LPN weekday evening shift = \$26/hr, LPN weekend and night shift = \$28/hr
- 4.2.22 Offeror must pay the CMT a minimum rate of \$17/hr.

5. Contract Period: The Contract Period for the performance of the services described in this RFP shall commence on the date of the fully executed Resulting Agreement and shall end on thirty-six (36) months from execution of the "**RESULTING AGREEMENT**". The successful Offeror to whom the contract shall be awarded, ("**Contractor**") shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated in **ARTICLE 8: PRICING PAGE** in the Proposal in response to this RFP. The exact terms of the Proposal that are accepted by the County shall be outlined in the Resulting Agreement between the Parties.

6. Renewal Information: The term of the initial contract shall be for three (3) years, and St. Charles County shall have the option, in its sole discretion, to renew for two (2) additional one-year periods at the same terms and conditions at the prices stated in the proposal. In the event that the County exercises its right to extend the contract, such extension shall be accomplished by a formal contract amendment approved and signed by representatives of the Contractor and County authorized to bind the respective entity by their signatures.

ARTICLE 5 – MANDATORY ELEMENTS OF PROPOSAL AND SUBMISSION TERMS

1. Mandatory Elements of Proposal: The following is a list of elements which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every element listed.

2. Ability, Experience and Reliability in Providing the Subject Services: With regard to documenting its ability, experience and reliability in providing correctional supplemental nursing services, the Offeror's Proposal must include, but not be limited to, the following:

- 5.2.1 Company profile;
- 5.2.2 Mission Statement;
- 5.2.3 Long range planning;

- 5.2.4 Years in business;
- 5.2.5 Program course description for the services similar to those under the RFP that are currently provided;
- 5.2.6 Firm professional affiliations and memberships;
- 5.2.7 Example of program evaluation processes;
- 5.2.8 Experience in providing similar services at similar locations for governmental, quasi-governmental, public or private sector agencies;
- 5.2.9 Information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between the County and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:
 - a. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.
 - b. Contract dates.
 - c. A brief, written description of the specific services provided, search methods used, and the results associated with the specific services provided;
 - d. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to the County.

3. Qualification/Certifications, Experience and Availability of Key Personnel Designated for this Project: Each Proposal must provide detailed information documenting the qualification/certifications, experience and availability of the Staffing Coordinator, on-call Staffing Coordinator, Registered Nurses, and Licensed Practical Nurses who would be assigned to perform work under the Resulting Agreement between the County and the successful Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to:

- 5.3.1 Individual personnel professional affiliations, memberships, biographies, and certifications, including proof of active licensure for all Registered Nurses and Licensed Practical Nurses from the state of Missouri with disciplinary records for the past 10 years;
- 5.3.2 Nursing staff proof of current certification for Basic Life Support for Healthcare Providers (BLS) and AED;
- 5.3.3 Staffing plan;
- 5.3.4 Organizational chart;
- 5.3.5 Sample job descriptions and certifications requirements;
- 5.3.6 Example evaluation process for staff;
- 5.3.7 Resumes detailing education, qualifications, previous work assignments (include any prior experience with correctional medical services, emergency, psychiatric, and internal medicine), training, continuing education, certifications, etc.

Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience. However, in all cases, the County retains the right to approve or reject replacements.

4. Proposed Method of Operation and Performance: Each Proposal must include a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to

facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

5. Method: By reading the proposal, the County must be able to gain a comfortable understanding of the methods of performance proposed by the Offeror in delivering the services to the County. Enough information should be included in the Proposal to specifically address how the services proposed by the Offeror comply with the requirements of this RFP.

6. Timeline/Milestones: In order to be able to demonstrate capability and availability of the Offeror to realistically provide the services proposed in the Proposal, the Proposal must contain a timetable setting forth appropriate performance milestones with sufficient detail explaining how Offeror will meet those timelines/milestones.

7. Proposed Pricing: Offerors must complete **ARTICLE 8: PRICING PAGE** of this RFP as specifically directed therein. Additional information provided by the Offeror shall include but not be limited to:

5.8.1 References: List at least three (3) references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past five (5) calendar years. The County reserves the right to determine which references to call and whether or not to call any or all references for all Offerors. The information to be provided by the Offeror related to the references should include:

- The client's name, address, telephone number, and email address, and
- A brief description of services performed for the client, and
- Dates of contracts, if any, with the client, and
- Name of client's contact person.

5.8.2 Overall Clarity and Quality of Proposal: The proposals will also be evaluated based on the clarity and thoroughness of the Offeror's response in addressing each of the Mandatory Elements of the Proposal listed above.

8. Submission of Proposals: It is the Offerors' responsibility to ensure the Proposal submitted is accurate, adequate and clear with respect to the descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be considered and to the extent they are not considered "technicalities" by the County in its sole discretion, shall be grounds for rejection. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

9. RFP Format: The electronic version of this RFP is available upon request. The document was drafted in WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this RFP on file in the County's Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

10. RFP Not an Offer to Contract: This document is not an offer to contract, rather, it is an RFP. In no event whatsoever shall the issuance of the RFP, preparation and submission of a

response, or the subsequent receipt and evaluation of any response by the County, constitute a commitment by the County to award a contract to any Offeror even if all of the requirements in the RFP are met. The County reserves the right to modify the RFP requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the County in accordance with the terms and conditions contained in the Resulting Agreement.

11. Proposal Format: Vendors must submit one (1) signed original, one (1) signed copy and one electronic (USB flash drive) version of their proposal. one is to be an original and so marked and the other two can be copies of the original.

12. Signatures: Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal. An authorized representative of the Offeror submitting the proposal must sign the proposal in blue ink.

13. Proposals Deemed Final: All proposals will be considered final with respect to the Scope of Work. No additions, deletions, corrections, or adjustments will be accepted after the date and time deadline listed herein for the submittal of the proposals. Sealed proposals received after the date and time designated in this RFP as the deadline for submitting the sealed proposals will be considered as "Void", will not be opened and will be destroyed.

14. Pricing Terms: The Offeror is required to set forth with specificity the pricing terms associated with the services under this RFP by completing the **PRICING PAGE**. The successful Offeror will be responsible for performing all services listed in this RFP. The County will not be liable for any charges pertaining to, or arising out of the Successful Offeror's performance of the services under this RFP. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with the County, if any, as provided for in this RFP.

15. Proposal Life: All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by County.

16. Proposals Subject to Open Records Law: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the County does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. The County reserves the right to make determinations of confidentiality. If the County does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the County will remove

the proposal from consideration for award and destroy it. The County does not consider prices to be confidential information. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

17. Clarification of RFP Terms: It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the County if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source. Any and all communication from Offerors regarding clarification of RFP terms must be directed to the County Purchasing Manager listed herein. Such communication must be received by the date noted in Article 3, **BACKGROUND AND RFP/PROPOSAL TIMELINE**, Paragraph 3, **RFP and Submittal of Proposals Timeline**. The County shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

18. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors.

19. Official Position of the County: The only official position of the County is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

ARTICLE 6 – EVALUATION FACTORS AND PROCESS:

1. Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

6.1.1 Evaluation Criteria: Any agreement for services Resulting from this RFP shall be awarded to the Offeror providing the best proposal to COUNTY. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Ability, Correctional Experience, and Reliability	25
Qualification, Expertise, and Availability of Key Personnel	25
Proposed Method of Operation and Performance	20
Proposed Pricing	15
Overall Clarity and Quality of Proposal.	15

6.2.1 Consideration of Information From All Sources: The County reserves the right to consider information and facts, gained from all sources, including but not limited to the Offeror's proposal, presentations, demonstration, interviews, or references, in the evaluation process.

6.2.2 Responsibility to Submit Information: By submitting a Proposal in response to this RFP, each Offeror acknowledges, affirms and agrees that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and that the County is under no obligation to solicit any information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information in its Proposal may constitute grounds for rejection of the Proposal.

6.2.3 Proposal Review and Evaluation Team: The County will select a group of individuals to comprise the proposal review and evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above in the proposal evaluation and contract award process.

ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the post-award negotiated Resulting Agreement as if specifically set forth therein. The Offeror acknowledges, understand and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

1. Agreement Components: The Resulting Agreement between the County and the successful Offeror is comprised of and includes all the following documents: (a) this Request for Proposal No. 20-080 issued by the County, including any addenda (collectively referred to as "RFP"); (b) the successful Offeror's proposal in response to the RFP (hereinafter, "Proposal"); (c) the post-award negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the post-award negotiated Contract in reverse chronological order.

2. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:

7.1.1. The terms set forth in the RFP will prevail over a conflicting or inconsistent term in the Proposal;

7.1.2. The terms set forth in the post-award negotiated Contract will prevail over a conflicting or inconsistent term in the RFP and the post-award negotiated Contract;

7.1.3. Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion;

7.1.4. The successful Offeror shall request the County's order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

3. Referential Inclusion: References in the Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section (e.g., a reference to Article 5 shall be deemed to include Section 5.2 and a reference to Section 5.2 shall be deemed to include Subsection 5.2.1). In addition, references in the Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.

4. Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

5. Subcontractors: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

6. Employment of Unauthorized Aliens Prohibited: Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

7.6.1. Enrollment in Federal Work Authorization Program: Affirm its enrollment and participate in in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Vendor, and the Department of Homeland Security - Verification Division. The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work

authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. (RSMO 285.530 (4)).

7.6.2. Worker Eligibility Affidavit: Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (RSMO 285.530 (2)).

7.6.3. Annual Submission Requirement: Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- a. Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or
- b. Send the notarized affidavit and E-Verify MOU signature page along with the proposal solicitation response.

7.6.4 These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the successful Offeror shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

7. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided and included in this proposal request.

8. Law of Missouri to Govern: This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.

9. Venue: Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Offeror irrevocably

waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

10. Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc.

11. Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the County. The Offerors shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Offerors shall notify the County immediately of any request for such information.

12. Conflict of Interest: Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

13. Recordkeeping: The successful Offeror must maintain complete and accurate documents and accounting records that relate to the Resulting Agreement including electronic copies of all such records and books, consistently applying generally accepted accounting principles (**GAAP**) and complying with all applicable laws and regulations. Complete and accurate documents and accounting records shall include all transaction-related documentation, including, but not limited to documentation supporting invoices, purchase orders, bills of lading, tax returns, exemption certificates, and other relevant documents.

14. Availability of Records: These records must be made available at all reasonable times at no charge to the County and/or the Missouri State Auditor during the term of the Resulting Agreement and any extension thereof, and for a period which is the longest of: (a) seven (7) years after the final payment to the successful Offeror for Services under the Resulting Agreement; (b) one (1) year following the resolution of all audits or the conclusion of any litigation with respect to the Resulting Agreement; or (c) such longer period of time as required by applicable federal, state, local and/or international laws or regulations, including without limitation tax laws. Upon written request by the County at least five (5) business days in advance, the County (or its authorized representatives) shall have the right to examine any part of these records during Business Hours.

15. Event of Litigation: Notwithstanding anything to the contrary in the Resulting Agreement, the successful Offeror shall, from and after receipt of notice thereof from the County, take reasonable steps to comply with any litigation hold applicable to records and documents that relate to the Resulting Agreement.

16. Incorporation of Provision: The successful Offeror shall incorporate the substance of this **Paragraph 12** into any agreement with any Subcontractor providing or in any way related to the provision of services under the Resulting Agreement.

17. Indemnification: Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

18. Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance documenting the following coverages:

7.18.1. Worker's Compensation and Employer's Liability: Statutory worker's compensation limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

7.18.2. Automobile, General Liability and Property Damage: The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

7.18.3. Medical Malpractice/Professional Liability: The Contractor shall maintain the following minimum amounts of medical malpractice/professional liability coverage written on a claims made basis in the amount of at least \$1,000,000 per claim and at least \$3,000,000 in the aggregate.

7.18.4. Additional Requirements: The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

19. Non-Appropriation: Any obligation on the part of the County to pay any amount due under the Resulting Agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the County fail to appropriate any funds in its annual pricing ordinance for any of the fiscal years to which the County's obligation

to pay any amount due under the Resulting Agreement applies, the County's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Offeror by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual pricing ordinance.

20. County's Right to Terminate for Convenience: The County may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Offeror, which states the effective date of the termination.

21. Examination of Records: The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law information regarding the Contractor's operations, obtained during audits, will be kept confidential. The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

22. Veteran Friendly Employment Policy: "Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

ARTICLE 8 – PRICING PAGE

36 MONTH COMPREHENSIVE PRICING (Registered Nurses and Licensed Practical Nurses)

Pricing shall contain all overhead, insurance, service rates, billing, fees, orientation, etc...

Comprehensive Pricing

FIRST YEAR OF 36 MONTH AGREEMENT FOR REGISTERED NURSE

Hourly BILL RATE for RN weekdays day shift at hourly rate of \$32/hr,
Price: \$ _____

Hourly BILL RATE for RN weekdays evening shift at hourly rate of \$33/hr,
Price: \$ _____

Hourly BILL RATE for RN weekends and nights at hourly rate of \$35/hr,
Price: \$ _____

Hourly BILL RATE for RN Holiday pay with base pay rates above,
Price: \$ _____

Hourly BILL RATE for LPN weekdays day shift at hourly rate of \$25/hr,
Price: \$ _____

Hourly BILL RATE for LPN weekdays evening shift at hourly rate of \$26/hr,
Price: \$ _____

Hourly BILL RATE for LPN weekends and nights at hourly rate of \$28/hr,
Price: \$ _____

Hourly BILL RATE for LPN Holiday pay with base pay rates above,
Price: \$ _____

Hourly BILL RATE for CMT weekdays day shift at hourly rate of \$17/hr,
Price: \$ _____

Hourly BILL RATE for CMT weekdays evening shift at hourly rate of \$18/hr,
Price: \$ _____

Hourly BILL RATE for CMT weekend shifts, day & evening hourly rate of \$19/hr,
Price: \$ _____

Hourly Price BILL RATE for CMT Holiday pay with base pay rates above,
Price: \$ _____



MAXIMUM PERCENT INCREASE FOR 2ND YEAR (YEAR TWO): _____%

MAXIMUM PERCENT INCREASE FOR 3RD YEAR (YEAR THREE): _____%

MAXIMUM PERCENT INCREASE FOR *OPTIONAL* 4TH YEAR: _____%

MAXIMUM PERCENT INCREASE FOR *OPTIONAL* 5TH YEAR: _____%

Authorized Signature

Date

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all Qualification terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

The Firm who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative)
as _____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is
enrolled and will continue to participate in the E-Verify federal work authorization program with
respect to employees hired after enrollment in the program who are proposed to work in connection
with the services related to contract(s) with the County for the duration of the contract(s), if awarded
in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____ (Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services provided
to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands
that false statements made in this filing are subject to the penalties provided under section
575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

