County of McHenry Request for Proposal

RFP # 15-84 SERVICES TO PROVIDE CORRECTIONAL FACILITY HEALTH CARE

August 24, 2015

This Request for Sealed Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide Services to Provide Correctional Facility Health Care as a service to the County of McHenry as outlined within this document. All requirements are as per specifications enclosed herein.

<u>GENERAL REQUIREMENT</u>: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the complete proposal are to be submitted.**

<u>SUBMISSION LOCATION</u>: <u>Mailing Address:</u>

Purchasing Department

McHenry County Administration Building 2200 N. Seminary Avenue Room 200

Woodstock IL 60098
<a href="https://doi.org/10.2007/bit/2

McHenry County Administration Building

667 Ware Road Room 200

Woodstock IL 60098 Phone: (815) 334-4818 Fax: (815) 334-4680

CONTACT PERSON: Mr. Donald A. Gray, CPPB

Director of Purchasing

SUBMISSION DATE AND TIME: 2:00 PM, (CST) September 24, 2015

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

SCHEDULE OF EVENTS

August 24, 2015	RFP Available
August 31, 2015	Pre-Proposal/Tour Meeting will be held at the McHenry County Correctional Facilities conference room located at 2200 N. Seminary Avenue, Woodstock, Illinois 60098 @ 10:00 AM
September 8, 2015	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
September 15, 2015	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
September 24, 2015	RFP due in Purchasing at 2:00 P.M.(CST)

GENERAL INFORMATION

REQUEST FOR PROPOSALS

DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the *McHenry County Purchasing Ordinance*, approved August 1, 2014. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. *Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.* The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

- 1. Qualifications and experience for the specific scope of services as set forth herein (30pts).
- 2. Compliance with requirements of this RFP (25 pts).
- 3. Cost Proposal based on the contract description (40 pts)
- 4. References provided (5 points)

Total 100 points

NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This

requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at www.state.il.us/agency/idol.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

INSURANCE

<u>General</u> The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a body politic 2200 N. Seminary Avenue Woodstock, IL 60098

(f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department 2200 N. Seminary Avenue, Room 200 Woodstock, Illinois 60098 The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to <u>submit</u> **one (1) original and one (1) copy** of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by <u>2:00 p.m. (CST) on September 24, 2015</u>. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.

WORKING CONDITIONS

The McHenry County Jail is a secured facility. Special rules and regulations, which shall apply to the Contractor, any subcontractor of the Contractor, or their employees, with regards to these facilities are as follows:

Upon request, the Contractor shall furnish to the Sheriff's Department sufficient personnel data on all individuals who require access to the facilities to allow the Sheriff's Department to conduct background investigations. Such information shall include, but not necessarily be limited to, individual's name, address, date of birth, social security number, and driver's license number. The McHenry County Sheriff's Department reserves the right to summarily refuse access to the facility to any individuals it deems unsuitable for any reason, and the Contractor shall promptly assign an individual acceptable to the Sheriff's Department. Access to the facility is restricted and the Contractor's employees shall strictly observe all rules and regulations with regards to security.

INDEPENDENT CONTRACTOR

The Provider shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of McHenry County or the Sheriff's Department.

PRICING

Vendor will submit a bid with pricing according to the following deductible categories: a) \$1,000.00, b) \$2,000.00 and c) \$3,000.00 (see Cap on Expenses). Each deductible category will include 1) A FIXED MONTHLY FEE based upon an average daily population of 356 inmate/detainees*. 2) A PER DIEM FEE (Should the population exceed or fall short of the 356 A.D.P. set the Fixed Monthly Fee will either be increased or reduced by the number of inmate/detainees above or below 356), and 3) A LUMP SUM FEE based upon population history. Sheriff will be billed in 12 equal monthly invoices. * See page 13 for details on how the how jail facility calculates A.D.P.

TERM/OPTION TO EXTEND

Prices offered are to be fixed for the initial Contract Period I, which is December 1, 2015 through November 30, 2016. There will be two optional renewal periods as follows: Contract Period II, which is December 1, 2016 through November 30, 2017 and Contract Period III, which is December 1, 2017 through November 30, 2018. The County will also exercise the option to renew for two (2) additional contract periods from December 1,

2018 to November 30, 2018 and December 1, 2018 to November 30, 2020, subject to continued availability of funding. **Modifications of the contract prices shall be allowed only on the start date of the contract.**

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SPECIFICATIONS

Time is of the essence for the award of this contract. Successful contractor must be prepared to execute and begin contract requirements on December 1, 2015.

GENERAL REQUIREMENT:

This is a Request for Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. One (1) Original and two (2) copies of the complete proposal are to be submitted.

1. BACKGROUND

OVERVIEW:

The Jail incarcerates people accused of crimes and awaiting trial, as well as those who are found guilty and sentenced to serve less than one year. The jail also houses a significant number of individuals on a contract basis for ICE, US Marshals, Bureau of Prisons and the US Navy. The jail consists of housing units referred to as sections, in which Correctional Officers and inmate/detainees intermingle without the full complement of traditional physical barriers. There are four housing units with a total of 20 sections each with varying capacity of 6 to 64 inmates/detainees. There is also an additional section used for overflow which houses approximately 34.

CAPACITY:

The current facility was opened to inmates in April 1992 and remodeled in 2005, and has a total capacity of 650. For a variety of reasons (e.g., male/female and other classification concerns), the practical operating capacity is somewhat lower than the total number of beds.

AVERAGE DAILY POPULATION:

Year	Inmate/Detainees Booked	Average County Population	Average Contract Population
2011	8,370	181	349
2012	7,456	177	288
2013	6,520	171	238
2014	6,639	190	194
2015	3,104*	177*	162*

^{*} Figures are current as of 06/30/2015. All outside medical services for contract detainees are pre-approved and paid for by the Federal Government. The vendor is responsible for all in-house routine medical/mental health/dental care for contract detainees, including pharmaceutical and OTC medication.

^{*}A.D.P. is calculated by taking the number of days each inmate/detainee is in the facility, adding all of the inmate/detainee's days up, and dividing by the number of days in month.

2. HEALTH CARE SERVICES

SCOPE:

It is the intent of the County and the Sheriff's Department to enter into a contract with a qualified healthcare provider for the delivery of reasonable and necessary medical, mental, and dental care to individuals under the custody and control of the McHenry County Sheriff's Department, Corrections Division. Compliance to the Illinois Administrative Code for healthcare shall govern this contractual relationship.

It is also the intent of the County and the Sheriff's Department that the Health Care included in this contract will also provide coordination of the Department's Exposure Control Plan, including training, administration of the Hepatitis vaccinations, Corrections staff TB testing, reading/reviewing OSHA fit testing medical evaluation forms for Corrections CERT members, and maintaining the records thereof.

OVERVIEW of SERVICES:

- Preliminary screening of inmate/detainees upon arrival
- Full health assessment of each inmate/detainee within fourteen (14) calendar days after arrival
- TB screening within twelve (12) hours of intake and subsequent testing every twelve (12) months.
- Regularly scheduled sick call Shall be conducted five (5) days a week (Monday Friday during waking hours) except for holidays.
- Nursing care
- Regularly scheduled physician's care on-site
- Hospitalization
- Medical specialty services
- Emergency medical care
- Dental care and treatment
- Diagnostic testing
- Pharmaceuticals and pharmacy services
- Medical and dental supplies
- Medical records management
- Quality assurance program
- Health education and training
- Mental health screening within seventy-two (72) hours following admission and appropriate follow-up care
- Administration support and other required services
- Coordination of Exposure Control Plan, including training and Hepatitis inoculations

FULL HEALTH ASSESSMENT:

• Within fourteen (14) calendar days after arrival, the Contractor shall conduct a full health assessment of each inmate/detainee, which shall include a complete physical examination.

HOSPITALIZATION SERVICES:

 The medical contractor shall assume financial responsibility for and will arrange for the admission of any inmate, who in the opinion of the Medical Director, appropriate jail authority, or by order of a court, requires hospitalization. Hospital services shall include daily room and board, nursing services, use of operating, treatment and/or recovery rooms, emergency room services, services and supplies routinely provided by the hospital, physician services including surgery, diagnostic testing, and anesthetics and their administration.

• Cap on Expenses. The medical contractor will furnish and be financially responsible for all medically related services and supplies on an inpatient and outpatient basis for each inmate up to the sum of either: a) \$1,000.00, b) \$2,000.00 or c) \$3,000.00 per inmate, per period of incarceration depending on the deduction amount contracted. Services are further defined as including pharmaceuticals, laboratory services, diagnostic testing, dental services, physician-related as well as nursing related services and all other related services directly ordered by attending physicians. In the event that the cost of services and supplies exceed this said sum proposed and awarded per individual inmate, per incarceration, then the County agrees to pay, in addition to the Base Monthly Fee (or Lump Sum Fee, monthly invoice) an amount equal to the total charges in excess of the contracted deductible. The medical contractor agrees to keep accurate records of all expenses and services furnished for each inmate.

EMERGENCY SERVICES:

- The medical contractor shall provide emergency medical treatment to inmate/detainees, visitors, and jail personnel as necessary and appropriate onsite.
- The medical contractor shall provide off-site emergency medical treatment for inmates, as required, through appropriate arrangements with local hospitals.

ANCILLARY SERVICES:

• The medical contractor shall be responsible for the provisions and payment of all laboratory, x-ray, and other ancillary services as required and indicated.

SPECIAL SERVICES:

• Inmates may periodically require the services of a medical specialist as determined by the Medical Director. These services shall be provided on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site; the contractor shall be responsible for the arrangement and payment of such care at an off-site facility.

PHYSICIAN SERVICES:

• The physician shall have regularly scheduled office hours on-site not less than once per week. A physician shall be on-call twenty-four (24) hours per day as needed.

DENTAL SERVICES:

Dental needs shall be accessed and rendered, if necessary off-site. Arrangements shall be made for provision of emergency dental care as determined by a dentist or a medical physician.

MENTAL HEALTH SERVICES:

- A qualified mental health worker shall conduct an immediate assessment of any high-risk inmate/detainee as identified by the Intake Interview. When appropriate, the inmate/detainee shall be referred to a psychiatrist or psychologist on-site for further evaluation and treatment.
- The mental health worker shall assist the correctional staff in the Classification
 Unit on the appropriate placement of high-risk inmate/detainees in the facility.
 Weekly classification briefing meetings shall be conducted with correctional staff.

INSURANCE SERVICES:

Vendor will be expected to apply for insurance benefits and credit the County with any payments received from Insurance carrier.

EXCLUSIONS:

- The medical contractor shall not be responsible for the provision of elective medical care to inmate/detainees. "Elective Medical Care" means medical care, which if not provided, would not in the opinion of the Medical Director cause the inmate/detainee's health to deteriorate or cause definite harm to the inmate/detainee's well-being.
- The medical contractor shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will be the responsibility of the County.
- The vendor shall specify in their proposal any other exclusions.

3. PERSONNEL

STAFFING:

 The medical contractor shall provide medical, mental health, dental, technical and support personnel necessary for the rendering of health care services. The chart below indicates the current staffing levels, however it is incumbent upon the vendor to propose a staffing plan appropriate to fulfill the obligations outlined in this RFP. It is expected that the contractor understand the local market and offer competitive wage/benefit packages so as to recruit a high quality of staff.

ADP:	356
------	-----

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs./WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.00
Medical Director/Physician		6		6				12.00	0.30
Office Manager	8	8	8	8	8			40.00	1.00
RN/LPN	8	8	8	8	8			40.00	1.00
LPN	8	8	8	8	8	16	16	72.00	1.80
Psychiatrist			6					6.00	0.15
MSW	8	8	8	8	8			40.00	1.00
TOTAL HOURS/FTE-Day								250.00	6.25
	EVE	ENING	SHIFT		ı				
LPN	16	16	16	16	16	16	16	112.00	2.80
RN - Physicals	8		8	8	8	***************************************		32.00	0.80
TOTAL HOURS/FTE-Evening								144.0	3.60
NIGHT SHIFT									
EMT	8	8	8	8	8	8	8	56.00	1.40
TOTAL HOURS/FTE-Night								56.0	1.40
TOTAL HOURS/FTE per week								450.00	11.25

LICENSURE. CERTIFICATION and REGISTRATION of PERSONNEL

- All Contractor furnished professionals rendering services under the contract shall be licensed, certified or registered, as appropriate, in the respective areas of expertise, pursuant to applicable Illinois law.
- All Contractor furnished professionals shall be required to complete initial and annual McHenry County Sheriff's Department training regarding PREA, safety, security, and procedures as assigned by the Sheriff's Training Division.

SEXUAL ASSAULT/PRISON RAPE ELIMINATION ACT (PREA)

• The proposer shall work cooperatively with the Chief Administrative Officer and adhere to all policies and procedures of the Prison Rape Elimination Act (PREA).

SHERIFF'S APPROVAL of PERSONNEL:

 Contractor shall immediately replace or otherwise provide required coverage for any Contractual employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude, or is deemed unsatisfactory by the Sheriff.

USE of INMATE/DETAINEES:

• Inmate/detainees shall not be employed or otherwise engaged by either the Contractor or the Jail in the direct rendering of any health care services.

4. OTHER PROVISIONS

ACCREDITATION:

- The McHenry County Jail is currently accredited through the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC). The vendor is expected to pay the costs of and maintain accreditation through NCCHC, and expected to actively participate in ongoing accreditation through the ACA.
- The McHenry County Jail currently houses Immigration Detainees through a contractual agreement with I.C.E. The vendor is expected to comply with all requirements under the I.C.E. Performance Based National Detention Standards (PBNDS).

TRANSPORTATION of INMATE/DETAINEES:

 Routine transfer of inmate/detainees for off-site non-emergency treatment will be provided by the County at its sole expense.

SECURITY:

- Contractor personnel shall be familiarized with and subject to all the security regulations and procedures of the McHenry County Jail.
- The Sheriff will provide security services sufficient to enable the Contractor and its personnel to safely provide the health care services specified.
- The Sheriff will provide security, as necessary and appropriate, for any inmate/detainee transported off-site.

EDUCATION and TRAINING:

- The Contractor will conduct an ongoing health education program for inmate/detainees and correctional personnel with the objective of improving the level of inmate/detainee health care.
- The Contractor will annually review and implement the Sheriff's Department Exposure Control Plan and provide training, Hepatitis inoculation, titer shots, and record keeping for all "at risk" personnel. Upon review, contractor will recommend any ways to improve the Exposure Control Plan.

FACILITIES:

 The Sheriff's Department will provide an infirmary, office space, office equipment, utilities (including local telephone service) sufficient to allow the Contractor to perform its obligations. The vendor, prior to submitting a proposal, shall visit the site and inspect the facilities. Any deficiencies with respect to facilities and equipment must be noted in the proposal.

SUPPLIES:

• The Contractor shall furnish all consumable medical and dental supplies.

PHARMACEUTICALS and PHARMACY SERVICES:

 The prescription, dispensing, and administration of medications shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall be dispensed under the supervision of appropriately licensed or certified health care professionals. The cost of pharmaceuticals, prescription and over the counter remedies shall be the responsibility of the Contractor.

MEDICAL RECORDS:

- The Contractor shall keep a medical record for each inmate/detainee in accordance with applicable laws and regulations. Said medical records shall be kept confidential in accordance with applicable laws.
- A complete copy of the applicable medical record will be available to accompany any inmate/detainee who is transferred from the facility.
- In order to assist the Contractor in providing health care services, the Sheriff's Department will provide the Contractor with information reasonable and necessary for the Contractor to adequately perform its responsibility.
- All inmate/detainee medical records shall be the property of the Sheriff's Department.
- The Contractor is expected to provide, at their cost, Electronic Medical Records (EMR) along with the appropriate interface with the current jail management software, TriTech Inform Jail.
 - The contractor is expected to:
 - Provide servers for all database administration and storage of online data
 - Be responsible for server hardware and storage of all associated data.
 - Be responsible for Disaster Recovery Services and security and protection of all associated data.
 - Periodically provide offline storage at the Jail site of all medical charts via CD or DVD using Adobe PDF indexed files.
 - In the event of a termination or non-renewal of the contract, at the Contractor's expense, a copy of all medical charts in the system shall be provided to the Sheriff's Department. The data will be provided using Adobe PDF chart files. Charts will be cumulative from the beginning of the contracted period.

PRE-RELEASED and TRANSFER SCREENING:

- A medical file review shall be conducted on each inmate/detainee's release or transfer.
- Inmate/detainees requiring follow-up care in the community will be advised of the type of care required and where it may be obtained. In the event that the inmate/detainee is released prior to receiving said advice, the Contractor shall mail a letter to the inmate/detainee's last known address advising the inmate/detainee to contact the Contractor.
- Inmate/detainees taking medication at the time of their release will be evaluated and, when appropriate, a limited supply of medication will provided by the Contractor.

ADMINISTRATION:

- The Contractor shall be responsible for establishing medical protocol for the health care unit and medical staff.
- The Contractor shall provide monthly reports to the Sheriff's Department containing an analysis of the health care services rendered.
- The Contractor shall institute an effective quality assurance program, which will include but not be limited to periodic audit and medical chart review procedures.

QUOTE ON

Contract Period I—December 1, 2015 through November 30, 2016

MONTHLY BASE BID : FIXED PRICE BASED ON INMATE/DETAINEE COUNT PER MONTH* WITH EACH MONTH CALCULATED:
\$1000.00 deductible-\$
\$2000.00 deductible-\$
\$3000.00 deductible-\$
(Bid is to be based on Average Daily Population (A.D.P.) of 356 inmate/detainees). *See page 13 for details on how the how jail facility calculates A.D.P.)
PER DIEM BID: FIXED PRICE BASED ON DAILY INMATE/DETAINEE COUNT: \$
(Based on annual bid divided by 365 days). NOTE: Vendor's PER DIEM BID is to be based on the A.D.P. figure of 356. During the contract year, the A.D.P. will be recalculated and adjusted monthly to the total number of inmate/detainees that are housed, regardless of agency.
ANNUAL LUMP SUM BID:
LUMP SUM PRICE BASED UPON POPULATION HISTORY: \$1,000.00 deductible-\$
\$2,000.00 deductible-\$
\$3,000.00 deductible-\$
Contract Period II—December 1, 2016 through November 30, 2017
MONTHLY BASE BID: FIXED PRICE BASED ON INMATE/DETAINEE COUNT PER MONTH* WITH EACH MONTH CALCULATED:
\$1000.00 deductible-\$
\$2000.00 deductible-\$
\$3000.00 deductible-\$
(Bid is to be based on Average Daily Population (A.D.P.) of 356 inmate/detainees). *See page 13 for details on how the how jail facility calculates A.D.P.)

PER DIEM BID: FIXED PRICE BASED ON DAILY INMATE/DETAINEE COUNT: \$
A.D.P. figure of 356. During the contract year, the A.D.P. will be recalculated and adjusted monthly to the total number of inmate/detainees that are housed, regardless of agency.
ANNUAL LUMP SUM BID:
LUMP SUM PRICE BASED UPON POPULATION HISTORY: \$1,000.00 deductible-\$
\$2,000.00 deductible-\$
\$3,000.00 deductible-\$
Contract Period III—December 1, 2017 through November 30, 2018
MONTHLY BASE BID: FIXED PRICE BASED ON INMATE/DETAINEE COUNT PER MONTH* WITH EACH MONTH CALCULATED:
\$1000.00 deductible-\$
\$2000.00 deductible-\$
\$3000.00 deductible-\$
(Bid is to be based on Average Daily Population (A.D.P.) of 356 inmate/detainees). *See page 13 for details on how the how jail facility calculates A.D.P.)
PER DIEM BID: FIXED PRICE BASED ON DAILY INMATE/DETAINEE COUNT: \$
(Based on annual bid divided by 365 days). NOTE: Vendor's PER DIEM BID is to be based on the A.D.P. figure of 356. During the contract year, the A.D.P. will be recalculated and adjusted monthly to the total number of inmate/detainees that are housed, regardless of agency.
ANNUAL LUMP SUM BID:
LUMP SUM PRICE BASED UPON POPULATION HISTORY: \$1,000.00 deductible-\$
\$2,000.00 deductible-\$
\$3,000.00 deductible-\$

OPTION YEARS:

Contract Period IV—December 1, 2018 through November 30, 2019

MONTHLY BASE BID: FIXED PRICE BASED ON INMATE/DETAINEE COUNT PER MONTH* WITH EACH MONTH CALCULATED:
\$1000.00 deductible-\$
\$2000.00 deductible-\$
\$3000.00 deductible-\$
(Bid is to be based on Average Daily Population (A.D.P.) of 356 inmate/detainees). *See page 13 for details on how the how jail facility calculates A.D.P.)
PER DIEM BID: FIXED PRICE BASED ON DAILY INMATE/DETAINEE COUNT: \$
ANNUAL LUMP SUM BID:
LUMP SUM PRICE BASED UPON POPULATION HISTORY: \$1,000.00 deductible-\$
\$2,000.00 deductible-\$
\$3,000.00 deductible-\$
Contract Period V—December 1, 2019 through November 30, 2020
MONTHLY BASE BID: FIXED PRICE BASED ON INMATE/DETAINEE COUNT PER MONTH* WITH EACH MONTH CALCULATED:
\$1000.00 deductible-\$
\$2000.00 deductible-\$
\$3000.00 deductible-\$
(Bid is to be based on Average Daily Population (A.D.P.) of 356 inmate/detainees). *See page 13 for details on how the how jail facility calculates A.D.P.)
PER DIEM BID: FIXED PRICE BASED ON DAILY INMATE/DETAINEE COUNT: \$
(Based on annual bid divided by 365 days). NOTE: Vendor's PER DIEM BID is to be based on the A.D.P. figure of 356. During the contract year, the A.D.P. will be recalculated and adjusted

monthly to the total number of inmate/detainees that are housed, regardless of agency.

STAFFING MATRIX

Hours devoted to Jail Facility unless indicated (*). See Page 17 PERSONNEL for Specifications of positions, hours, time, and days of the week.

<u>Position</u>	<u>Hours</u>	<u>Time</u>	Days of Week
Director of Nursing (RN)			
Afternoon Nurse (RN or LPN)			
Weekend Nurse (RN or LPN)		-	
Evening Nurse (RN or LPN)			
MSW			
Physician (Medical) *		·	
Physician (Psychiatric) *			
Dentist			
Administrative Position *			
Support Clerical Staff			
Interns (PH.D/PSY.D)			

PROPOSAL FORM

WE,	, PROPO	SE TO PROVIDE 1	THE REQUESTED SE	RVICES PER
THE REQUIREMENTS OF	THIS REQUEST FOR P	ROPOSAL IN ACC	ORDANCE WITH TH	НE
SPECIFICATIONS CONTA	NED HEREIN.			
WE ALSO CERTIFY THAT	THIS WRITTEN PROPC	SAL IS VALID FOI	R 120 DAYS FROM	THE DAY OF
THIS PROPOSAL AND TH MCHENRY.	E ATTACHED INFORM	ATION IS RECEIVI	ED AND FILED BY T	HE COUNTY O
**Please list below othe sheets if necessary:	·			
Estimated start date afte	er receipt of purchase	order: #	days.	
Estimated time of comp	etion: #	davs		

AUTHORIZED NEGO	OTIATORS:
Name:	
Phone #	
Title:	
Name:	
Phone #	
Title:	

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).				
Entity:				
Address:				
City, State, Zip Code:				
Telephone Number:				
Contact Person:				
Entity:				
Address:				
City, State, Zip Code:				
Telephone Number:				
Contact Person:				
Entity:				
Address:				
City, State, Zip Code:				
Telephone Number:				
Contact Person:				

RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE

CERTIFICATIONS

Vendor certifies that it has not been barred from coas a result of a violation of Section 33E-3 or 33E-4	_
Vendor certifies that it is aware that all contracts f the Illinois Prevailing Wage Act (820 ILCS 130/1-12	
Under penalties of perjury, I certify that	is my correct Federal ess as a (please check one):
IndividualSole Proprietorship*Partnership**CorporationNot-for-Profit CorporationMedical and Health Care Services Provider Corporation *State full names, titles and addresses of all response	Real Estate AgentGovernment EntityTax Exempt Organization
Name: T	Title:
Address:	
Name: T	itle:
Address:	-
Name: T	itle:
Address:	
Name: T	itle:
Address:	
Name: T	`itle:
Address:	

If needed please submit any additional sheets.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation	
(Individual - Partnership - Company - Corporation)	
(Business Address)	
(City, State, and Zip Code)	
(By Printed Name and Signature)	(Title)
(Witness Signature)	(Title)
(Telephone No)	(Fax No)
(Date)	

End of Document