

REQUEST FOR PROPOSALS

**Health and Mental Health Care Services
for Detainees of
The Scotts Bluff County Detention Center**

Gering, Nebraska

**CONTRACTING AUTHORITY:
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1.0 Background and Nature of the Project

1.1 Scotts Bluff County Background

Scotts Bluff County was formed on January 15, 1889, with T. J. Fanning being elected as Sheriff. On April 17th, the bond for Deputy Sheriff Jahile Keefer was approved by the Board of Commissioners. On May 18th, Sheriff Fanning was authorized to contract for the construction of a jail, not to exceed \$200. Twenty dollars' worth of iron was purchased at the Gering and Beers Hardware Store. A structure made out of logs was erected at the site of the present-day Legion Park, as was the original brick courthouse two years later, pursuant to a \$15,000 bond issue. A two-story building known as the Sayre-Gering Block (directly east of the Gering Civic Center) housed the County Clerk, Attorney and Sheriff in the early years.

In 1920, a new \$250,000 courthouse was built in the center of town where it stands today. The Sheriff (F. H. Koenig) shared an office with the County Attorney on the third floor while the jail and Sheriff's residence were located on the fourth floor.

In 1966, Scotts Bluff County was in need of a new facility to house criminals. It would have two stories above ground plus a full basement and would be connected at the second story level to the existing courthouse with an enclosed bridge spanning 70 feet. Separate cell blocks were designed for boys, girls, men, and women, as well as hospital cells, providing for a total capacity of 80 prisoners, not including those housed in the "drunk tank." Cell fronts were of a tool-resistant grating with doors and locking mechanisms electronically and remotely controlled. Provisions were made for a closed-circuit television system and an automated sequencing sound surveillance system. The cost to build the jail was \$490,000.

In 2005, The Scotts Bluff County Detention Center in Gering, Nebraska, was designed and the facility opened in the fall of 2007. The facility was built to meet the requirements of the Nebraska Jail Standards Division and the Americans with Disabilities Act (ADA), at the cost of \$13,500,000. An addition was completed in 2018, at the cost of \$4,000,000. The addition brought the total bed space of the facility to 286.

1.2 Purposes of the Request for Proposal

Scotts Bluff County wishes to receive proposals from contractors to provide healthcare and mental health services for the Scotts Bluff County Detention Center ("SBCDC"), which has an approximate detainee population of 286 and holds local and federal detainees. SBCDC is seeking a contract with an initial term of three (3) years, with two (2) additional one (1) year renewable periods as approved by both parties. Prices quoted in this proposal will be fixed for the first three years of the contract. The Proposer will quote a price for years four and five. Healthcare services include, but are not limited to, physician services, nursing services, mental health services, pharmaceuticals, tuberculosis testing, on and off-site medical services, dental, laboratory, x-ray, medical supplies, medical records management, and management services.

1.3 Desired Outcomes

Enter into a contract between a successful Proposer and the County to deliver high quality inmate/detainee healthcare and mental health services that comply with the Nebraska Jail Standards and Federal Performance Based Detention Standards. In addition, the following criteria must be met:

- A. **PHYSICIAN SERVICES:** The physicians shall provide administrative oversight in connection with the healthcare services described herein, provide 6 hours weekly on-site clinical services, and provide 24-hour a day, 7 days per week, on-call availability. The physicians shall serve as the "Jail Medical Director," and must have appropriate professional liability/malpractice insurance. The physicians will conduct physician sick call and appropriate chronic care clinics, oversee detoxification and infectious disease protocols and/or programs, to include medication-assisted treatment (MAT) programs, participate in Quality Assurance programs, concurrent utilization review, and policy and procedure development, as required by the County and detainee/inmates' reasonable medical needs, and conduct administrative reviews of various clinical outcomes, including a formal death review process in the event of an inmate death. The Proposer will provide funding for Drug Enforcement Agency (DEA) licensure for the medical director as required for MAT programs.
- B. **NURSING SERVICES:** Nursing services shall be available on site 12 hours a day, 7 days a week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Proposer shall provide management and reasonable supervision of the performance of on-site nursing services. A Health Services Administrator or Nurse Manager must be provided, and that person must be a Registered Nurse (RN). Staff nurses must be Registered Nurse (RN), or Licensed Practical Nurse (LPN) licensed in the State of Nebraska. All nurses shall work within the scope of their professional credentials and have immediate access to confer with such higher-level medical professionals as may be necessary to provide reasonable medical care decisions for detainees. Nurses shall be responsible for and conduct all detainee medical and mental health screenings, nurse sick calls, tuberculosis testing, triage, medication management and administration, and records management.
- C. **QUALIFIED MENTAL HEALTH SERVICES (QMHP):** Provide an on-site Master level QMHP for (ten 10) hours per week for in-house appointments with SBCDC detainees on a schedule approved by the County. The QMHP will provide oversight and coordinate all services for screening, assessment, and counseling for all detainees.
- D. **PHARMACEUTICALS:** Provide pharmaceuticals and prescribe over-the-counter medications required for the treatment of the detainees of SBCDC. The Proposer must have access or a contractual agreement with a pharmaceutical provider who can dispense and deliver in a timely fashion, as well as provide a local option for pharmaceuticals that are needed during short notice and/or urgent situations. The Proposer should have a pharmaceutical formulary in place. An established process for timely review of nonformulary requests should also be in place for situations where a non-formulary medication is deemed clinically appropriate based upon recommendation of the physician.

- E. **MEDICAL AND OFFICE SUPPLIES:** Provide all durable and non-durable medical supplies required for the treatment and care of all detainees in the facility. Must provide medication carts.
- F. **MANAGEMENT SERVICES:** Must provide site specific policies and procedures, Standardized Nursing Procedures/Protocols, in-service training for medical and custody staff, peer reviews consistent with requirements outlined by Nebraska Jail Standards and Federal Performance Based Detention Standards, cost containment within legal parameters and with full reporting and accountability to the County, utilization management, complete and accurate medical records to include collecting and analyzing health statistics, continuous quality improvement, risk management, and HIPPA compliance.

2.0 Calendar of Events for RFP Detainee Medical Services

2.1 Calendar

Advertisement of RFP	April 1, 2025
Site Visit	April 14, 2025
Deadline for Submitting Questions	April 30, 2025
Proposal Due Date	May 14, 2025
Estimated Notice of Award	May 21, 2025
Begin Services	July 1, 2025

2.2 RFP Submittal Process

All proposals are to be delivered before **4:00 P.M., local time (MST), on Wednesday May 14, 2025, to:**

Scotts Bluff County Detention Center
Attn: Vonnie Cotant
2522 7th Street
Gering, NE 69341

The County will not accept any proposals received after the date/time stated above and shall request The Proposer to make arrangements to retrieve late proposals. The County shall not bear responsibility for proposals delivered past the stated date or time, or to an incorrect address by The Proposer's personnel or by the Proposer's outside carrier. Proposers must submit one (1) completed and signed original and four (4) copies of the proposal, and one (1) PDF on a thumb drive. Proposals shall be submitted in a sealed, envelope or box marked "Proposal Enclosed for RFP – Health Care Service for the Scotts Bluff County Detention Center."

Any proposals submitted to the County are to be prepared at the submitter's expense. The County reserves the right to reject any and all proposals in whole or in part. Acceptance of the proposal shall not constitute an agreement between the Proposer and the County, as a written contract acceptable to the Proposer and the County will be required following acceptance of a

proposal. The County shall have no liability whatsoever for any Proposer whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT PROPOSERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, SCOTTS BLUFF COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. The County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Contract. A sample contract for services including those described herein is to be included with each response to the RFP. All proposals shall be valid for a period of 120 days from the submission date, unless withdrawn in writing by the Proposer.

To facilitate fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by the County in response to this RFP shall become the property of the County and will be retained by the County in accordance with the Nebraska Public Records Act and the Nebraska Records Retention Act. The contents of the proposal are subject to the Nebraska Public Records Act unless otherwise exempted by law. The Proposer should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. The County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, the County shall have the sole discretion in determining whether any part (s) of the Proposers' proposals contain information that is exempt from Nebraska Public Records law.

2.3 Proposers Site Visit

On **Tuesday April 14th , 2025 at 9:30 AM (MST)**, The County will host an opportunity for a site visit at the Scotts Bluff County Detention Center at 2522 7th Street, Gering NE. The County feels that it is in the best interest of both The Proposers and the County that all interested Proposers attend the Site Visit to ask questions regarding the scope of this RFP and participate in a facility tour. Additionally, the County will compile list of attendees to be used for future communications regarding the RFP. Please RSVP by email to vonnice.cotant@scottsbluffcountyne.gov, no later than March 31, 2025.

2.4 Visit Inquiries/Communications

The County will accept questions regarding the RFP only through the following email address: vonnie.cotant@scottsbuffcountyne.gov and answers will be sent to those prospective Proposers that attend and register at the Site Visit as outlined in Section 2.3.

The deadline for question submission is **Tuesday April 30, 2025, at 4:00 PM (MST).**

2.5 Communication Restrictions

From the release of the RFP until a Proposer is selected, the Proposers shall only communicate regarding the project in question with the County or others working on the project through the email address designated for such purposes. The County reserves the right to disqualify The Proposers for such unauthorized communication, but the County reserves the right to contact The Proposers after receiving proposals for clarification of any items within the proposal. The County shall open all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Proposers.

2.6 Changes to the Request for Proposals by SBCDC

The County may amend specific sections of this RFP at any time during the submission process. The County will furnish amendments to the Proposers who attended the Site Visit. Should the County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Medical and Health Care Service Requirements

3.1 The selected Proposer will be expected to provide the following medical and health care services to SBCDC at 2522 7th Street Gering NE 69341:

3.1.1 Proposer will provide a health care service program and arrange for all levels of health care, mental health care, eye and dental care to detainees housed at the SBCDC: 12 hours a day, 7 days a week, and 359 days a year (359) days in a leap year and with major holidays excluded).

3.1.2 Proposer will deliver high quality detainee health care services that comply with all applicable federal, state, and local laws and regulations and the Nebraska Jail Standards and Federal Performance Based Detention Standards.

3.1.3 Proposer shall comply with applicable laws, regulations, and internal policies, including PREA, Nebraska Jail Standards, Federal Performance Based Detention Standards, and SBCDCs Policies and Post Orders.

3.1.4 All policies shall conform to the Nebraska Jail Standards and Federal Performance Based Detention Standards. Said policies and procedures shall be reviewed and updated by Proposer as needed but at least annually.

3.1.5 Proposer will operate the health care program in a cost-effective manner with full reporting and accountability to the County.

- 3.1.6** Proposer will implement a written health care plan with clear objectives and site-specific policies and procedures.
 - 3.1.7** Proposer will maintain an open and collaborative relationship with the administration and staff of the Detention Center.
 - 3.1.8** Proposer will maintain complete and accurate medical records and collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.
 - 3.1.9** Proposer will operate the health care program in a humane manner with respect to the detainees' right to basic and medically necessary health care services consistent with state and federal laws.
- 3.2** Proposer will provide on-site physician services with the physician acting as the Jail Medical Director. The Jail Medical Director shall serve as the clinical authority. The Jail Medical Director shall work in conjunction with the on-site HSA, as defined below.
 - 3.2.1** Proposer will provide up to 6 hours per week of on-site physician services for the purpose of conducting doctor sick calls.
 - 3.2.2** Proposer will provide for on-call availability of a physician 24 hours a day, 7 days a week.
- 3.3** Proposer will provide on-site nursing services 12 hours a day, 7 days a week, excluding contracted holidays
 - 3.3.1** Nurses shall conduct all nurse sick calls, all detainee pre-screens, all detainee receiving screens, Tuberculosis tests and all detainee health appraisals, within licensure scope of practice, in accordance with Nebraska Jail Standards and Federal Performance Based Detention Standards.
 - 3.3.2** On-site nursing staff will also triage medical requests, tuberculosis testing, coordinate off-site treatment and services, medication management and records management.
 - 3.3.3** Nurses will be trained in and comply with all policies, procedures, and protocols related to the provision of healthcare in a corrections environment.
 - 3.3.4** Proposer will provide up to 84 hours of trained, on-site RN or LPN services, weekly. The nurses schedule will be 0545 to 1815 and they will attend shift briefing for morning and evening shift.
 - 3.3.5** Proposer will provide the services of an on-site RN or LPN 7 days a week.
 - 3.3.6** Proposer will provide a trained, on-site Registered Nurse to operate as the Health Services Administrator "HSA" or nurse manager of the SBCDC. On-call availability of the HSA shall be 24 hours a day, 7 days a week.

3.4 Proposer will provide in-house Mental Health services.

- 3.4.1** A Master Level Qualified Mental Health Provider will provide 10 hours per week of on-site for mental health screenings, assessments, and counseling for detainees.
- 3.4.2** The Proposer shall provide oversight and coordinate all services between employees of the Proposer and the County and its contractors to ensure that detainees receive continuity of health care regardless of classification.
- 3.4.3** The Proposer shall collaborate, discuss patient treatment plans, and attend treatment team meetings with the County employees or contractors responsible for administering mental health services.

3.5 CPR Certification and AED

All health and mental health direct care providers shall be certified in CPR, to include use of the AED equipment. Certification shall be kept current. The Jail Medical Director should currently be actively certified in Advanced Cardiac Life Support (ACLS) while other licensed staff shall be certified in Basic Cardiac Life Support (BCLS).

3.6 Medical and Mental Health Records

- 3.6.1** The Proposer shall maintain a current and comprehensive training record for all of its employees, independent contractors, and subcontractors. This training record shall include the staff member or contractor's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. The Proposer shall provide the County with a monthly report regarding the status of training and training hours completed by all of Proposer's staff and contractors.
- 3.6.2** The Proposer shall provide current copies to County of all Nebraska Medical licenses of Proposer's employees and contractors.

3.7 Pharmaceuticals

- 3.7.1** The proposer shall provide pharmaceuticals and prescribe over the counter medications appropriate for the correctional environment with a capped cost of \$80,000.00 annually. The County will pay any remaining pharmaceutical costs over \$80,000.00 of that contract year. At the end of the contract year, any unused portion of the cap shall be refunded to the County.
- 3.7.2** The Proposer must provide the ability to return unused pharmaceuticals.
- 3.7.3** The Proposer must provide medication carts, scanner, and copier/fax machine for the medical unit.

3.7.4 The Proposer must have access to a contractual agreement with a pharmaceutical provider who can dispense and deliver in a timely fashion, as well as provide a local option for pharmaceuticals that are needed during a short-notice and/or urgent situation.

3.7.5 The Proposer should have a pharmaceutical formulary in place.

3.7.6 The Proposer must have an established process for timely review of non-formulary requests in place for situations when a non-formulary medication is deemed clinically appropriate based upon recommendation of the physician.

3.8 The Proposer will provide for all on and off-site medical and related services, including but not limited to, hospital services, laboratory, x-ray, consults, specialty services and emergency transportation services up to a specified limit (the "Capped Limit Liability) and excluding treatment and care associated with HIV/AIDS, Hepatitis, Limit and Cancer-Ordered. (Note: the Capped Liability Limit specifies the dollar amount that the Proposer is responsible for aggregating monthly with the County responsible for any amount over or above. This amount is established based on previous experience and is designed to cover the majority of expenses barring any unforeseen catastrophic incident.)

3.9 The Proposer will provide all durable and non-durable medical supplies required for the treatment and care of all detainees in SBCDC.

3.10 The Proposer shall manage and maintain all detainee medical records separate from the facility's records of the detainee. The Proposer will provide the County with access to records and, upon request, provide copies.

3.11 The Proposer will provide management services, including but not limited to, Cost Containment, Continuing Quality Improvement, Utilization Management, Risk Management and HIPAA Compliance

3.12 The Proposer will provide analysis and reporting of medical statistics and overview of medical program on a time frame as established by the Proposer and/or the County.

3.13 The Proposer shall adhere to all SBCDC security policies and procedures.

3.14 The Proposer will provide on-site emergency medical treatment to detainees, jail staff and visitors as needed and appropriate, which includes CPR and First Aid. Emergency care will be provided until EMS personnel arrive to assume care.

3.15 The Proposer will provide on-site medical care to any pregnant detainee, as appropriate, but will not be responsible for healthcare services provided to an infant following birth.

3.16 The County strongly supports the continuation of verified mental health medications if/when deemed clinically appropriate by the contracted provider / ordering physician. Additionally, if a mental health medication is not on the approved formulary list, the County supports the prescribing and use of an established, verified, and effective medication if/when deemed clinically appropriate by the contracted provider / ordering physician.

- 3.17 The Proposer agrees to implement (or continue participation in) a Medication-Assisted Treatment (MAT) program. Details regarding prior experience with MAT implementation and/or maintenance should be further explained within the proposal.
- 3.18 The Proposer will provide funding for Drug Enforcement Agency (DEA) licensure for the Jail Medical Director as required for MAT programs.
- 3.19 The Proposer will provide all other healthcare services as medically necessary.
- 3.20 The Proposer will provide the option for utilization of an Electronic Medical Record (EMR) or Electronic Health Record (EHR) and associated costs.
 - 3.20.1 The Proposer shall provide a detailed explanation of their conversion plan and associated costs for any existing EMR data.
- 3.21 The Proposer shall provide a detailed explanation of their transition plan, if selected.

4.0 Personnel

- 4.1 The Proposer will carry appropriate insurance to cover its employees' actions in performance of services provided at SBCDC, and on its employees' products and properties including general liability, as more fully addressed in Section 8.5. Satisfactory proof of such insurance shall be provided to SBCDC.
- 4.2 The HSA will work on-site in conjunction with the Jail Director/designees. The HSA and all other employees of the Proposer will be subject to review and approval by the County.
 - 4.2.1 The Proposer will adhere to all Equal Employment Opportunity (EEO) regulations applicable to the County.
- 4.3 The Proposer shall comply with mandatory annual fire, health, U.S. Marshals Service, and Nebraska Jail Standards inspections with one hundred percent (100%) level of compliance. All practices shall be supported by written policy and procedure. Documentation of policy and procedure, as well as copies of inspections, are subject to on-site review by the County.
- 4.4 The Proposer shall be responsible for all management, insurance premiums and license fees, labor related costs, materials to include office supplies and postage, and uniforms for the Proposer's employees.
- 4.5 The Proposer's employees will be required to maintain proper grooming and hygiene and to undergo a pre-employment background checks consistent with SBCDC hiring guidelines. In addition, employees shall comply with any state or local regulations.
 - 4.5.1 Tuberculosis screening will be required upon employment and annually thereafter. Written verification of the results of such examination shall be provided to the SBCDC Medical Department within seven (7) days of its completion.

- 4.6** The Proposer shall maintain a reasonably selected and trained staff with valid professional credentials and shall ensure that sufficient employees are present to deliver agreed-upon services each day that the agreement is in effect.
- 4.7** SBCDC reserves the right to deny any of the Proposer's employees access to the facility that does not meet established rules and regulations.
- 4.7.1** The Proposer will provide SBCDC with a list of all proposed employees, including names, current addresses, telephone numbers, dates of birth, current driver license, and social security numbers. These will be used to conduct background and security checks at the cost of the SBCDC prior to services being rendered.
- 4.7.2** An interview with proposed employees may be required by the SBCDC prior to approval of hiring.
- 4.7.3** Final selection of all the Proposer's employees to render health services at the SBCDC shall be at the approval of the County, however, such persons are employees or contractors of Proposer and are independent contractors of the County. Proposer's employees and contractors have no employment relationship with the County, and the County is not a joint employer of such persons.
- 4.8** The Proposer will agree to send employees to any County training on safety, security, sexual harassment, and/or other essential programming as reasonably requested by the County at no additional expense to the County.
- 4.9** The Proposer will be responsible for time and attendance accountability and provide appropriate records to SBCDC upon demand.
- 4.10** The employees of the Proposer shall report contraband, security, and safety issues, as well as any reports of sexual abuse and harassment by any detainee, staff, the Proposer, or volunteer. The employees of the Proposer will also be required to follow all SBCDC safety and security policies for contract employees and take directions from the corrections supervisor in an emergency situation.
- 4.11** The Proposer's employees must attend orientation classes and training as conducted by SBCDC in accordance with the Nebraska Jail Standards and other applicable regulations. All orientations, etc., shall be at the expense of the Proposer.
- 4.12** In recognition of the sensitive nature of correctional institutions, the Proposer shall agree that in the event SBCDC, at its discretion, is dissatisfied with any of the personnel provided under the contract, they may give written notice of such fact and the reasons thereof to the Proposer and if the problem cannot be resolved, the Proposer shall agree to remove the individual about which dissatisfaction has been expressed from the SBCDC and to cover with part-time employees or other appropriate personnel until an approved replacement can be found to provide contracted services at SBCDC. SBCDC agrees to allow the Proposer a reasonable amount of time to find a suitable replacement. County reserves the right to order

Proposer's personnel or contractors to leave its facility without advance written notice to Proposer in the event it is necessary for the safety or security of SBCDC or its personnel, however, such order will not be considered a termination or suspension of their employment with Proposer.

5.0 Proposer's General Requirements

- 5.1** The Proposer shall provide a healthcare program for detainees of the SBCDC to include but not be limited to: arranging for all levels of health care, mental health care, eye and dental care, and assure quality, accessible and timely services for inmates.
- 5.2** The Proposer will deliver high quality detainee health care services that comply with all applicable federal, state, and local laws and regulations and the Nebraska Jail Standards and the Federal Performance Based Detention Standards.
- 5.3** The Proposer shall operate the health care program in a cost-effective manner with full reporting and accountability to the County.
- 5.4** The Proposer shall operate the health care program using only licensed, certified, and professionally trained personnel.
- 5.5** The Proposer shall implement a written health care plan with clear objectives and site-specific policies and procedures that are in compliance with applicable Nebraska Administrative Code (NAC).
- 5.6** The Proposer shall maintain complete and accurate health care records, as well as collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.
- 5.7** The Proposer shall operate the health care program in a humane manner with respect to the detainees' right to basic health care services.
- 5.8** The Proposer will adhere to rules and regulations and security practices as established by SBCDC.
- 5.9** The Proposer will be on-site 12 hour a day, 7 days a week through its medical staff to review all detainee pre-screens, receiving screens, and suicide screens on newly admitted detainees within 24 hours of the detainee's intake, excluding contracted holidays.
- 5.10** The Proposer will administer appropriate medications daily, as outlined by the Nebraska State Board of Nursing.
- 5.11** The Proposer will provide staffing for nurse and doctor sick calls as outlined in the Nebraska Administrative Code.

6.0 Detention Center's Obligations

- 6.1** **In the event that medical equipment is damaged due to negligence or breakdowns, the Proposer shall be responsible for all repairs. SBCDC will provide trash and biohazardous waste removal, pest control, office space, and utilities**

- 6.2 SBCDC will provide adequate security for medical related services.
- 6.3 The Proposer shall bill monthly, and SBCDC shall pay such invoices in the ordinary course of business as quickly as possible.

7.0 **Proposal Format**

In responding to this RFP, the Proposer must address each of the format requirements detailed in this section. The Proposers will submit proposals with tabs inserted to distinguish each section as detailed below.

7.1 **Cover Letter**

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Proposer. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Nebraska should be used.

7.2 **Management and Organization**

The Proposer shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The Proposer shall list individuals vested with leadership responsibilities for the project, lines of reporting, and accountability between the Proposers and the County. The County requires regular status meetings between the Proposer and the SBCDC Administration.

The Proposer must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, the County will award the contract to one primary Proposer, and subcontracting for the primary services is not permitted.

7.3 **Proposer Profile and Qualifications; Work Plan**

- 7.31 The Proposer will provide a general history, description and status of the company including a certified copy of its most recent financial statement.

7.3.2 **Litigation and Claims History and Experience**

Each Proposer must submit a listing of all legal claims, whether closed or pending, relating to inmate health services, problems, or disputes over the firm's performance on contracts or projects held during the last ten (10) years, specifying the jurisdiction of the case, i.e., state tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e., state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach, or failure to perform. Firms must provide information on any legal settlements within this period as well, with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms, including subcontractors, to the Proposer. The Proposer must also specifically disclose any jails, prisons, counties, or states

operating a jail or prison that the Proposer has sued. Failure to disclose such information may be grounds for the County to reject the proposal and eliminate it from further consideration.

7.3.3 Proposer Information

The Proposer must supply the following in their proposal:

- A. If the Proposer has operated under a different name, affiliate, or other services under a subsidiary in the past 3 years, provide names, dates, addresses and state where incorporated.
- B. If the Proposer is for sale or is considering an acquisition or merger in the next 12 months, provide information about the acquiring company or the company to be acquired and information regarding the state of negotiations.
- C. The names, years of service, qualifications, phone numbers, and email addresses for the Proposer's main point(s) of contact for the Facility.
- D. Provide information regarding the Proposer's process for handling end-user customer service matters and outline the customer service process.

7.3.4 Confidentiality

All materials and information provided by the County or acquired by the Proposer on behalf of the County shall be regarded as confidential information and handled in accordance with Federal and State Law, and ethical standards. The Proposer must ensure the confidentiality of such materials or information.

7.3.5 Proposer Contact

Each Proposer must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process, including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. The County must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person they are replacing, and the County will be the sole judge of the adequacy of the replacement.

7.3.6 The Proposer will list at least five (5) names, address, title, and telephone number of client contracts of similar size and type of institutions that the Proposer currently operates (for the past six (6) years) and all clients in Nebraska (past or present) within the last six (6) years.

7.3.7 The Proposer will provide a description of support services for corrections medical service.

- 7.3.8 The Proposer will provide an on-site representative in response to complaints regarding the contract within 48 hours of receiving the complaint, if request by the county.
- 7.3.9 The Proposer shall provide an overview of personnel staffing that documents their employee retention rates, and the protocols and procedures used to ensure adequate staffing.
- 7.3.10 The Proposer must submit a detailed copy of their COVID-response plan/program, infectious disease control program, intoxication and detoxification program, mental health identification, treatment, and/or screening programs, and a sample medical/health training curriculum for security staff.

7.4 **Conflicts of Interest**

No personnel of the Proposer may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the Proposer will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the Proposer's control if such an interest would conflict with that official's or employee's duties. The Proposer will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The Proposer will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless the County has determined that, in light of the person interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the Proposer or any persons that work on the project through the Proposer have a possible conflict of interest, and, if so, the nature of the conflict. The County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

7.5 **Addenda**

There may be addenda to this RFP. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to Vonnie Cotant, Program Director, at vonnie.cotant@scottsblycountyne.gov. The County will send addenda only to those The Proposers that provide the requested information by timely e-mail.

RFP Health Care Services for the Scotts Bluff County Detention Center

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Contact person _____

E-mail address _____

Send addenda by (check one):

Fax

E-mail

Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Scotts Bluff County. Addenda will also be posted on the County website: Request for Bidding <https://scottsbluffcountyne.gov/> "Request for Bidding" that scrolls across the middle of the screen.

7.6 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Signature Sheet
- b. Non-Collusion Affidavit
- c. Personal Property and Real Estate Tax Affidavit
- d. Certification Regarding Findings for Recovery
- e. Adversary Contracting Prohibition Act Certification Form(Neb. Rev. Stat 73-901 to 73-907.

7.7 Price

Each Proposer shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

7.7.1 The proposer will detail the proposed cost to the County, to include the actual program cost for a period of 12 months commencing upon the complete execution of the agreement.

7.7.2 The Proposer will detail the cost increases for each additional one-year renewable periods.

8.0 Additional Required Contractual Terms

8.1 Proposer Acknowledgement

By submitting a proposal, the Proposer acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements, and conditions.

The Proposer acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

8.2 Reservation of Rights by the County

The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- A. The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.

- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.
- E. The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the contract has been made.
- F. The County reserves the right to select the Proposer deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

8.3 Independent Contractor

The Proposer shall act in performance of this contract as an independent Contractor. As an independent contractor, the Proposer and/or its officers, officials, board, employees, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of the County.

8.4 Indemnification

The Proposer shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Proposer agrees to indemnify and hold free and harmless the Scotts Bluff County Board of Commissioners, Scotts Bluff County, Nebraska and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Proposer's, any subcontractor's, or any sub subcontractor's performance of this contract, including, but not limited to the performance or actions of the Proposer's, any subcontractor's, or any sub subcontractor's officers, officials, boards,

employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Proposer agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Proposer shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Proposer further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Proposer shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, costs, and expenses, including, but not limited to attorney's fees.

- B. The Proposer shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Proposer agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Proposer agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Proposer shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Proposer further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Proposer shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.
- D. Proposer shall have no right of recovery or subrogation against the County (including its employees, officials, or agents).

8.5 Insurance

The Proposer shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this contract, the Proposer shall present to the County current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation and Employers Liability Insurance as required by Nebraska law and any other state in which work will be performed. Failure to maintain coverage at any time during the term of the contracts shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected Proposer shall not be entitled to any payment pursuant to the contract or otherwise.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Proposer may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed for the County..
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the Proposer may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Professional liability/malpractice and/or Employment Practices Liability Insurance for all of Proposer's employees, contractors, covering all sums which the Proposer or those persons may or shall become legally obligated to pay as damages in the performance of services to SBCDC, but in an amount providing for a minimum at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00).

- E. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the services provided by Proposer for the benefit of SBCDC and/or used in providing services or otherwise for the County/SBCDC, with coverage in an amount equal to that required by law and covering all sums which The Proposer may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Nebraska.

The insurer shall provide thirty (30) days written notice to the County/SBCDC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the contract, the County may require the Proposer to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

8.6 Performance and Payment Bond

The County requires a performance bond from the successful vendor, not to exceed one hundred percent (100%) of the annual contract price, within 10 calendar days from award of the contract. The surety company issuing the performance bond should be licensed by the

State of Nebraska and listed in the current edition of Circular 570 of the United State Department of Treasury.

8.7 Damages in the Event of Default

The County declares and the Proposer acknowledges that the County may suffer damage due to the failure of the Proposer to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Proposer agrees that such failure shall constitute an event of default on the part of the Proposer and the Proposer agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Proposer agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Proposer.

8.8 Termination for Cause/Convenience

A. Termination for Convenience

Either Party may terminate this contract at any time and for any reason by giving at least one hundred eighty (180) days advance notice, in writing, to the other party. The Proposer shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved party, be immediately terminated. The parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Proposer shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

8.9 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Proposer shall make available to any or all the above-mentioned parties or their authorized representatives, all subcontracts, invoices, receipts,

payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by the contract. The County or their representatives shall be permitted by the Proposer to inspect, audit, and make excerpts, photo static copies and/or transcripts of all documents relating to all matters covered by the contract.

The Proposer, for a minimum of five (5) years after reimbursement / compensation for services rendered under the contract, agrees to retain, and maintain, and assure that all its subcontractors retain and maintain, all records, documents, writings, and/or other information related to performance of the contract. If an audit, litigation, or other action is initiated during the timeline of the contract, the Proposer shall retain, maintain, and assure that all its subcontractors retain and maintain such records until the action is concluded and all issues are resolved or the five (5) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Control regardless of who holds such records, the Proposer shall contact the County in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

8.10. Notice

All notices which may be required by the contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Proposer's name, address, phone, email and or fax:

Vonnie Cotant
Program Director
Scotts Bluff County Detention Center
2522 7th Street
Gering, NE 69341
Fax: (308) 633-1850

8.11 Non-discrimination:

In accordance with the Nebraska Fair Employment Practice Act Neb. Rev. Stat. §48-1122, the Proposer agrees that they nor any of their subcontractors, shall discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin. The Proposer guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Proposer shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

8.12 Drug Free Workplace

The Proposer agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Proposer shall make a good faith effort to ensure that all its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

8.13 New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108 to 4-114)

The Proposer is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. Proposer agrees to comply specifically with all immigration enforcement-related laws and federal executive orders.

8.14 Foreign Adversary Contracting Prohibition Act Certification for Technology Related Products or Services

The Proposer is required to comply with the Foreign Adversary Contracting Prohibition Act (the Act), Neb. Rev. Stat. §73-901 to §73-907. To attest and certify that the owner of the Proposer or an authorized representative of the Proposer attests they will not subcontract with a scrutinized company under the act. Foreign Adversary include the People's Republic of China, Cuba, Iran, North Korea, Russia, and Maduro Regime.

8.15 Federal debarment or suspension:

The Proposer must state in their submitted proposal whether the Proposer or its principals have been debarred or suspended from Federal contracts. The Proposer certifies by submission of proposal that neither it nor its principals are presently debarred or suspended from participating in Federal contracts. If during the term of the agreement the awarded the Proposer or any person engaged in fulfilling this agreement becomes debarred or suspended, such party shall notify the County immediately.

8.16 Findings For Recovery

The Proposer certifies that it has no unresolved findings for recovery pending or issued against it by the State of Nebraska.

8.17 Non-Collusion / Conflict of Interest

The Proposer certifies as follows:

- A. This Proposal is not entered into or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- B. This Proposal is genuine and not collusive or a sham.
- C. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal.
- D. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- E. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other person or entity concerning or regarding the Proposal.
- F. The Proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the price of the Proposal, to fix any overhead, profit, or cost element of the Proposal, or to secure any advantage against the County or anyone interested in this Contract.
- G. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said Proposer or any other Proposer, or to fix any overhead, profit or cost element of such price or that of any other Proposer, or to secure any advantage against the County or anyone interested in the proposed contract.
- H. This Proposal is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit, or cost element of any proposed price.
- I. The Proposer is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Proposer from entering into the Proposal.
- J. The Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Proposer in its general business.
- K. All statements contained in the Proposal are true.

The Proposer agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in the proposal or the proceeds thereof.

8.18 Effect of Acceptance of Proposal

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

8.19 Patent or Copyright Liabilities

The Proposer will protect, defend, and hold free and harmless the County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs/equipment/software/programing supplied hereunder infringes a U.S. patent or copyright. The Proposer will pay all resulting costs, damages, and attorney's fees to defend the County against such claims. The County will promptly notify the Proposer in writing of all claims, and the Proposer will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, the County agrees to permit the Proposer, at the Proposer's option and expense, either to procure for the County the right to continue using the designs/equipment/software/programing or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

8.20 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Proposer may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.

8.21 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

8.22 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

8.23 Incorporation of RFP into Contract

Any contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed contract.

8.24 Incorporation of Proposals/Appendices

All proposals, appendices, forms, and other documents as completed and submitted to the County by the Proposer are hereby incorporated into this RFP and the contract.

8.25 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska. All legal disputes arising from the contract shall be filed in and heard before the courts of Scotts Bluff County, Nebraska.

8.26 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a

representative capacity hereby warrants that he/she has authority to submit a proposal and sign the contract or has been duly authorized by his/her principal to submit a proposal and execute the contract on such principal's behalf.

8.27 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Proposer's proposal, all approved documents completed by the Proposer and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Proposer, shall supersede all per understandings and agreements relating to the subject matter hereof and may only be amended in writing with the mutual consent and agreement of the parties.

9.0 Proposal Evaluation Process

Proposals will be independently evaluated by members of the evaluation committee. This Committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. The names of the members of the Evaluation Committee will not become public information. Scope of services/technical requirements will be evaluated separately from price and the recommendations made independently. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting administrative requirements, technical requirements, the evaluation committee's assessment of the quality, performance of the services proposed, and cost.

9.1 Evaluation Criteria

The evaluation committee will make a recommendation to the County Board based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

- Corporate Experience and Background
- Cost/Price
- Electronic Medical Records / Reports Capability
- Financial Depth and Stability
- Detainee Discharge Plan
- Leadership Team / Staffing Plan Proposal
- Mental Health Program: Proposal, Performance History
- Pharmacy Program: Proposal, Performance History
- References: Quality of performance on prior contracts
- Recruitment, Retention, Compensation-Benefit Plan / History

9.2 Best Value

The County may select a successful Proposer on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. The Proposer selection may be based upon the proposal that best achieves the goals of this RFP.

9.3 Reservation of Right to Choose

The County reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of the County to award the contract to the lowest bidder, or to any Proposer. The County reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

9.4 The County Right to Negotiate

The County reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to the County.

9.5 Acceptance – Rejection

All Contracts based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The County reserves the right to accept or reject any or all bids/proposals, wholly or in part and/or, to waive any technicality, deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the vendor's competitive position. All awards will be made in a manner deemed in the best interest of Scotts Bluff County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

10.0 Forms

10.1 Signature Sheet

**SCOTTS BLUFF COUNTY, NEBRASKA
Detainee Health and Mental Health Services
Signature Sheet**

Name of Agency: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Check one of the following:

_____ Partnership, _____ Non-Profit Corporation, _____ Profit Corporation

_____ Other, Specify _____

If awarded a contract in response to this proposal, our company:

_____ Will _____ Will not

be able to meet the specifications as required regarding Insurance requirements

Signature of Authorized Signatory: _____

Printed Name of Authorized Signatory: _____

Title and Name of Agency: _____

Date: _____

**The above individual is authorized to sign on behalf of the company submitting this proposal.
Proposal must be signey by an official authorized to bind to its provision for at least a period of 90
days.**

NON-COLLUSION AFFIDAVIT**STATE OF** _____ }} **SS:****COUNTY OF** _____ }

_____ being first duly sworn, deposes and says that he/she is ____ (president, secretary, sole owner, etc.) of: _____; the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said Proposal has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or any other Proposer, or fix any overhead, profit or cost element of said Proposal price, or that of any other Proposer, or to secure any advantage against the County of Scotts Bluff or any person or persons interested in the proposed contract; and that all statements contained in said proposal are true; and further, that such proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above-named person
this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____ }
 _____ } **SS:**
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is (president, secretary, sole owner, etc.) of: _____ the party making the bid, with offices located at: _____ and as it's duly authorized representative states that effective this ____ day of _____, 20____ (date of submission of the bid) the (Name of Proposer) _____

() Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Scotts Bluff County, Nebraska, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Scotts Bluff County, Nebraska.

() Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Scotts Bluff County, Nebraska, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Scotts Bluff County, Nebraska. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County:

Amount:

Affiant

Sworn to before me and subscribed in my presence by the above-named person this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

10.4

Certification Regarding Findings for Recovery

The Proposer submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Nebraska State Auditor.

Authorized Signature

title: _____