



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 11-199**

**For**

**Medical Services for the Juvenile Detention Center**

**For**

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

St. Charles County is seeking bids for **Medical Services for the Juvenile Detention Center**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**11-199 Medical Services for the Juvenile Detention Center**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 11/30/2011 at 10:00 AM** , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

## BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Niwar C Davis, Superintendent Juvenile Justice Center  
St. Charles County Government  
Juvenile Justice/Detention Center  
1700 South River Road  
St. Charles, Missouri 63303  
Fax: (636)949-3069  
[Niwar.Davis@courts.mo.gov](mailto:Niwar.Davis@courts.mo.gov)

Ken Simmons, Chief Juvenile Officer/Family Court Administrator  
St. Charles County Government  
Juvenile Justice/Detention Center  
1700 South River Road  
St. Charles, Missouri 63303  
Fax: (636)949-3028  
[Kenneth.Simmons@courts.mo.gov](mailto:Kenneth.Simmons@courts.mo.gov)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **11/25/2011**. Any question received after this deadline may not be answered.

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

**Prohibited Communication**

**Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.**

## **TERMS AND CONDITIONS**

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes Section 285.530*)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

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

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

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

***Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of***

**Homeland Security - Verification Division**

**The online address to enroll in the E-verify program is:**

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

**Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## **BID SPECIFICATIONS**

The St. Charles Family Court is requesting bids for medical services for the juvenile detention center located at 1700 South River Road, St. Charles, Missouri 63303. The center services both male and female juveniles, ages 12 to 16 years.

The initial contract period will be for one year. At the County and Court's discretion, the contract may be extended for an additional year in one year increments if the extension appears to be in the best interest of the County and Court and is agreeable to the contractor.

The St. Charles County Family Court shall be referred to as the "Court" and the bidder shall be referred to as "Bidder".

### **General Requirements:**

1. Nursing services to be provided one (1) to two (2) hours per day, two (2) days per week, Monday through Friday. Services to include but not limited to:
  - a. passing medications to residents;
  - b. completing a well exam of new residents;
  - c. assessing residents for their general state of health;
  - d. assessing the condition of a resident to determine whether medical attention is required; and
  - e. consulting with a physician as needed;
2. Services of a medical doctor as needed. Services to include but not be limited to:
  - a. providing consultation to the nursing staff; and
  - b. authorizing medical services, e.g. tests, x-rays, etc. as needed.
3. All medical personnel must be licensed in the State of Missouri.
4. Bidder must carry malpractice insurance and agree to indemnify, defend and save harmless the County of St. Charles, the St. Charles Family Court and their respective officials, agents and employees from any/all claims, liability, loss, damages, costs or expenses which any of them may sustain in connection with the performance of a contract for medical services provided at the juvenile detention center.
5. All medical personnel expected to provide direct medical services to juvenile residents must successfully complete a background investigation consisting of a criminal background check and a child abuse/neglect background check.

### **Location of Services**

Transportation of inmates is a security consideration of the juvenile detention center. Any and all care that can be provided at the center shall be completed here. Appointments for any outside specialists or providers shall be made through the Detention Superintendent or Family Court Administrator.

The local hospitals, St. Joseph Health Center or Barnes Jewish-St. Peters, shall be utilized

whenever possible as required.

### **Hours of Services**

Hours shall be somewhat flexible but shall average two (2) to four (4) hours for nursing services per week, Monday through Friday. Medical doctor services shall be as needed. Occasional modifications and variances are possible but must be coordinated through the Detention Superintendent or Family Court Administrator.

### **The Successful Bidder:**

1. Is expected to deliver only those medical services that are required to maintain a reasonable level of health during the juvenile resident's period of detention. No services of a cosmetic or elective nature are to be done nor are any services to be provided beyond what is needed to maintain that reasonable level of health;
2. Is expected to follow common protocols and practice in charting and the giving of medical services;
3. Is expected to maintain an open level of communication between himself/herself and the Family Court staff;
4. Shall provide medical services in a humane manner with respect to the juvenile resident's right to basic health care.

### **On-Site Visit**

Contact Kenneth Simmons, Family Court Administrator at 636/949-3040 if you wish to have an on-site visit of juvenile detention center.

### **Security**

The bidder shall be subject to all security regulations and procedures of the juvenile detention center to insure the safety and security of the center and medical personnel.

Juvenile resident medical files are confidential and the bidder shall honor all policies and procedures for safeguarding them. These files are considered the property of the juvenile detention center and not the medical personnel.

The bidder must provide the names, DOB and SSN of all Contractor employees who will be in the center either on a regular or sporadic basis. Criminal record checks will be completed and the center reserves the right to deny access to the center anyone.

### **Research**

No research projects involving juvenile residents will be permitted without written consent of the Administrative Judge of the Family Court.



**Negotiation**

The County reserves the right to negotiate services and prices with the bidder subsequent to the submission of proposals.

The County reserves the right not to accept any of the proposals submitted in the event the priorities of the Family Court change, the bids do not meet the specifications of this ITB, or funding is not available.

**Insurance**

The successful bidder must carry comprehensive general liability insurance, as well as professional liability insurance for medical malpractice. The bidder shall indemnify, defend and hold the County of St. Charles and the St. Charles Family Court harmless from and against any claims based on the bidder's performance of its obligations.

**Independent Contractor**

The successful bidder shall act as an independent contractor insofar as the performance of the duties in this ITB.

**Contracts**

Bidder shall provide the names and contact number of any current or past contracts awarded for medical care, including any which were terminated for any reason.

**References**

Bidder shall submit the names and contact phone numbers of four professional references who have knowledge of the bidder's qualifications and performance.

Physicians may be required to sign a release of information for the State of Missouri Board of Healing Arts in order to verify active licenses, as well as any actions taken in the past by the Board. May also be required to sign releases for other states in which he or she may have practiced.

### **Exception Sheet**

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**BID FORM**

**11-199**

**Medical Services for the Juvenile Detention Center**

**BID OPENING DATE: 11/30/2011 at 10:00 AM**

\_\_\_\_\_  
(Bidder name)

**Submits the following bid for this project:**

Price information shall be submitted on an hourly rate as follows:

**Costs for on-site nurse practitioner medical services \$ \_\_\_\_\_ per hour**

**Costs for on-call nurse practitioner medical services \$ \_\_\_\_\_ per hour**

**Costs for on-site medical doctor's services \$ \_\_\_\_\_ per hour**

**Costs for on-call medical doctor's services \$ \_\_\_\_\_ per hour**

**Costs for on-site medical doctor's consulting services \$ \_\_\_\_\_ per hour**

**Costs for on-call medical doctor's consulting services \$ \_\_\_\_\_ per hour**

**Note: Proposal should only contain hourly rates for the desired services.**

All residents of the Juvenile Detention Center are Medicaid qualified. A Medicaid provider may propose to provide services and bill Medicaid directly.

\_\_\_\_\_  
**Date** \_\_\_\_\_

**Authorized signature**

**Proposal Response from (please complete)**

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**Name of Company or individual**

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

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

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_



**AFFIDAVIT OF WORK AUTHORIZATION**

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

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

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

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

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

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

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

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**

