



LEGAL NOTICE

REQUEST FOR BID SEALED BID 11-205

For

Nursing Services

For

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

St. Charles County is seeking bids for **Nursing Services**. 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 “**Sealed Bid 11-205 Nursing Services**” 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 01/16/2012 at 10:00 AM, in 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, **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

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

Scott Myers,
Assistant Director
St. Charles County Corrections Dept
301 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7344
corrections@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **01/10/2012**. 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 County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- 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 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 County Department of Corrections is seeking bids for providing (4) Full and (1) Part Time Individuals Furnishing Nursing Services for the Adult Detention Facility located at 301 North Second Street in St. Charles, Missouri. The facility handles both male and female offenders. The average daily inmate / detainee population is approximately 403 in the secure population.

The Department has a medical staff of nurses who are County employees. The purpose behind seeking this bid is to supplement the Department's compliment of nurses with qualified nursing staff to insure that medical services are available on a 24 hour basis. This Department contracts with a Physician, Dentist and Mental Health Care providers for their services.

Depending upon the circumstances, the vendor's nurse(s) may be the only medical staff in the facility during designated time periods. At any time, a Correctional Officer may be called upon by any medical staff to provide security and assistance for the nursing staff. All nurses have the ability to contact the Department's contract physician. The following are some of the duties that will be required to complete. These include but are not limited to passing medications to inmates; assessing the health of incoming inmates; making a determination as to whether or not the inmate has a potentially life threatening injury(ies) or condition which would require immediate medical attention, responding to any altercations among inmates (once a scene has been declared secured by Correctional Supervisor) or respond to medical emergencies within the Facility.

The vendor must provide all insurance coverage for the nurses provided. This insurance includes but is not necessarily limited to Worker's Compensation, general liability and malpractice. Copies of appropriate insurance documents showing coverage should also be included with the bid. In addition, bidding vendors should provide a copy of their standard contract which addresses the vendor's terms and conditions of service, such items as cancellation procedures, background checks, skill level of their staff, etc. Preference will be given to vendors that have the ability to insure comprehensive employee benefits which may include, but not necessarily limited to health, life, dental and retirement plans for their full time positions. A comprehensive employee benefits package promotes the retention of staff, reduces employee turnover, minimizes staff training needs and provides for the continuity of care which is vital to this organization. Preference will also be given to agencies that have the ability to provide nurses with Corrections Facility experience. Vendors MUST permanently assign nurses to full time positions. Rotating nurses is not an acceptable practice at this facility.

Vendors must be prepared to make all nurses available for a Facility Orientation at the vendor's cost.

Vendors should be prepared to respond by providing needed nursing staff in any instance of an unscheduled absence by either a County nurse or a nurse who was previously scheduled by the vendor.

Vendors are responsible for providing an immediate replacement should any their full time or part time nursing staff be required to leave the premises for any suspected violation of department policy, medical protocol or violation of law. In instances such as those, all administrative or disciplinary actions / concerns are solely the responsibility of the vendor.

Vendors should provide pricing information for their scheduled four (4) full time LPNs and one (1) part time LPN. Vendors should also distinguish any variation in charges by shifts, days, holidays, etc.

In the event that a Contractor fails to deliver goods / materials / equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods / materials / equipment and/or services from other sources and hold the principle contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

The contract will initially be for a one year period with an option to renew for two (2) one year extensions under the same terms and conditions.

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

SB 11-205

Nursing Services

BID OPENING DATE: 01/16/2012 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Position	Day(s) of the Week	Shift (indicate AM or PM)	Rate Per Hour
L.P.N. (part time)	Monday-Friday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (part time)	Saturday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (part time)	Sunday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (part time)	Holiday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (full time)	Monday-Friday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (full time)	Saturday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$
L.P.N. (full time)	Sunday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$

L.P.N. (full time)	Holiday	From __:__ To __:__	\$
		From __:__ To __:__	\$
		From __:__ To __:__	\$

_____ **Authorized signature**

Date _____

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

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

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).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date