



REQUEST FOR PROPOSALS

INMATE DENTAL SERVICES

RFP 2021-4

CLOSING DATE FOR
RECEIPT OF PROPOSALS: Thursday, June 17, 2021

TIME: 3:00 pm MT

PLACE: Office of the Utah County Purchasing Manager
100 East Center Street
Room 3600
Provo, UT 84606

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Security Center is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners. The Security Center contains a self-contained, fully-equipped dental office.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified dentists to contract for dental services to the Utah County Security Center.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The initial contract period will be for a term of approximately 1/2 year, commencing when executed and terminating December 31, 2021. Utah County shall have an option, pursuant to the contract, to renew the contract for three additional one-year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview - Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures - Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation - Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements - Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures - Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions - Outlines certain terms and conditions under which the contract must be performed.

1.4

DESCRIPTION OF WORK

- a. To examine, evaluate, diagnose, and treat the necessary dental needs of inmates incarcerated in the Utah County Security Center;
- b. To conduct multiple weekly dental clinics to treat up to 70 inmates per week as indicated by inmate need;
- c. To provide emergency dental services and emergency telephone consultations as needed on a 24 hour per day basis through a pager service or an answering service;
- d. To provide standard reports as requested by Utah County;
- e. To cooperate with the Jail's contract pharmacy in obtaining medications for inmates. To update and individualize the formulary, protocols, policies and procedures for dental services at the Utah County Jail. Revised manuals will remain the property of Utah County;
- f. To provide billings at the time the services are performed in accordance with the usual method of billing;
- g. To provide in-service training to nurses at the Utah County Jail, to attend quarterly administrative meetings and to develop quality improvement projects;
- h. To document in County's electronic records system dental treatments provided including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions which shall all be kept at the Utah County Jail;
- i. To provide a dental assistant to assist in the provision of services while examining, evaluating, diagnosing and treating the necessary dental needs of inmates incarcerated in the Utah County Security Center.

1.5

SECURITY

Provider and his/her dental personnel are required to meet the jail's security requirements including a background check. When an inmate is transported to a location other than the Utah County Security Center, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an escape risk and is considered dangerous, the attending Provider shall be advised and shall be entitled to the following:

- a. If it is necessary to remove the restraining devices,

additional assistance shall be summoned.

- b. A uniformed officer shall accompany any prisoner being transported.
- c. Every effort shall be made to maintain safe and effective control over prisoners at all times and to secure the safety of Provider and other attending dental personnel.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested parties will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirements or condition from which a material deviation will not be approved by Utah County.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	May 21, 2021
Closing Date for Receipt of Proposals	June 17, 2021 - 3:00 pm

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date by telephone or email to the Utah County Security Center, Attention:

Dale Bench RN, Health Services Director
Business Hours: 9:00 a.m. to 4:00 p.m. MST
Telephone Number: (801) 851-4224
Email: DaleB@utahcounty.gov

After proposals have been submitted, Utah County officials and or their representatives may arrange to meet with a proposed provider to further discuss related issues.

2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County's view of their relative importance. The evaluation components are listed below with their assigned points:

- a. Experience, Education and Credentials 0-20
- b. Extent of Services offered 0-20
- c. Insurance capabilities & Background Check 0-20
- d. Cost 0-30
- e. Response to Proposal 0-10

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of its proposal to the Utah County Purchasing Manager. The proposal must be delivered to:

Robert Baxter
Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2 PROPOSAL INCLUSION REQUIREMENTS

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2 and 4.3. Requested documentation relating to these forms must be attached. Responses must be on the included forms- no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

The occurrence of any of the following may result in disqualification of a respondent:

- Failure to respond within the established timetable.
- Failure to completely answer all questions on the proposal.
- Use of any other type of form or format other than those indicated in the RFP.
- Failure to provide requested documentation at the time of proposal submission.
- c. Illegible responses.
- f. Failure to sign and return the signature page.

SECTION 4 PROPOSAL REQUIREMENTS

4.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take the call from Utah County.
- Name and complete mailing address of the respondent along with telephone number and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

4.3 SIGNATURE PAGE

A signature page in the form attached as Exhibit C must be executed and included in the submission.

SECTION 5 EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Personnel and/or its authorized representatives. The Board of County Commissioners shall award the contract to one of the top three ranked offers or may elect to reject all proposals. After

the Board of County Commissioners has selected a proposal, the firm will enter into negotiations for a contract. The contract will become final and binding only with the approval and signing of the Utah County Commission.

5.1 ACCEPTANCE OF PROPOSAL

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

5.2 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposals shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

SECTION 6 TERMS AND CONDITIONS

6.1 GENERAL

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participation, services or transactions resulting from, or arising in connection with, this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

6.2 INDEPENDENT CONTRACTOR:

PROVIDER states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of Utah County for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

6.3 INSURANCE

The PROVIDER agrees to carry professional malpractice insurance coverage

equal to or greater than \$1,000,000 per occurrence, or as modified by the state risk manager pursuant to state statute during the term of this contract. This coverage shall provide malpractice insurance to cover the activities of PROVIDER including PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The PROVIDER shall furnish, with the bid submission, a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah County naming Utah County as an additional insured in the minimum amounts indicated above before providing services under this agreement.

The PROVIDER shall furnish, with the bid submission, a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for all employees of the PROVIDER. PROVIDER shall maintain the professional malpractice and workers compensation insurances for the duration of this Agreement.

6.4 PAYMENT

Utah County will reimburse the selected provider on a regular basis. Reimbursement will be at the contract rates included in the final contract.

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

1. Licensing Requirements. It is required that the selected provider will have its Utah state dental license in good standing. To meet this requirement, please respond to the following questions:

YES NO

Is your Utah State Dental License in good standing?

Have you included copies of your Dental License?

2. Insurance. It is required that the selected provider obtain a Certificate of Insurance for professional and/or errors and omissions coverage in the minimum amounts indicated in Section 6.3. To meet this requirement, please respond to the following question:

YES NO

Have you included the Certificate of Insurance for your proposal?

3. Emergency Services. It is required that the selected provider be able to provide dental services on an emergency basis, if and when necessary. To meet this requirement, please respond to the following question:

YES NO

Can you provide dental services on an emergency basis and consultation services on a 24 hour per day basis through a paging or answering service?

4. Service Access. It is required that the selected provider have the ability to schedule appointments at least once per week. To meet this requirement, please respond to the following question:

YES NO

Do you have the ability to schedule appointments at least once per week on a regular basis?

5. **Cooperation with Contract Pharmacy.** It is required that the selected provider have the ability to cooperate with the Jail's contract pharmacy by prescribing medications on the pharmacy's formulary. To meet this requirement, please respond to the following question:

Do you agree to cooperate with the Jail's contract pharmacy by prescribing medications on the pharmacy's formulary?

YES NO

6. **Company Background.** In the space provided, please provide information about the organization of your practice. Include number of years in business, ownership information, types of services provided, total number of employees, etc.

7. Are you willing to participate in quarterly medical administrative meetings held at the Utah County Jail?

YES NO

8. Are you willing to provide your own dental assistant when providing service to the inmates at the Utah County Jail?

YES NO

9. In the space provided, please describe how you propose to bill Utah County for services including a dental assistant. Please set forth a specific amount to be charged per hour with a daily minimum. Furthermore, please set forth the amount of compensation you propose to receive for each patient treated on an emergency basis. Please indicate any additional costs if any.

10. In the space provided, please describe in detail any other services you offer which may be of assistance to Utah County in formulating a cost-effective system of providing dental services to inmates.

EXHIBIT C SIGNATURE

PAGE

All sections and exhibits of the RFP are understood and agreed upon. I will also allow UTAH COUNTY to perform any and all background checks, including any information regarding claims made against my malpractice insurance. I will provide such information as is necessary and will sign any and all releases necessary for UTAH COUNTY to perform background checks.

Signature

Title

AGREEMENT NO. 2021-

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2021, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and, _____, of _____, hereinafter referred to as **PROVIDER**.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to secure essential dental services for the inmates housed at the Utah County Jail located at 3075 North Main, Spanish Fork, Utah County, Utah, and further to provide such services in accordance with Utah State Law; and

WHEREAS, PROVIDER is willing to assist in the execution of such services for COUNTY in consideration of receiving such fees as herein provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section Two, and in accordance with the terms and conditions stated in this Agreement, PROVIDER and/or his associates agree to provide the following services to inmates incarcerated in the Utah County Jail for the duration of this Agreement:

- A. To examine, evaluate, diagnose, and treat the necessary dental needs of inmates incarcerated in the Utah County Security Center.
- B. To conduct multiple weekly dental clinics to treat up to 70 inmates per week as indicated by inmate need.
- C. To provide emergency dental services and emergency telephone consultations as needed

on a 24 hour per day basis through a pager service or an answering service.

- D. To provide standard reports as requested by Utah County;
- E. To cooperate with the Jail's contract pharmacy in prescribing medications for inmates from the Jail's pharmacy formulary. To update and individualize the formulary, protocols, policies and procedures for dental services at the Utah County Jail. Revised manuals will remain the property of Utah County.
- F. To provide billings at the time the services are performed in accordance with the usual method of billing;
- G. To provide inservice training to nurses at the Utah County Jail, to attend quarterly administrative meetings at the Utah County Jail and to develop quality improvement projects;
- H. To document in County's electronic records system dental treatments provided including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions which shall all be kept at the Utah County Jail;
- I. To provide a dental assistant to assist in the provision of services while examining, evaluating, diagnosing and treating the necessary dental needs of inmates incarcerated in the Utah County Security Center.

2. COMPENSATION:

A. In exchange for the services listed in Section One, COUNTY will pay PROVIDER the following:

- 1) \$ _____ per hour for regular weekly dental appointments, plus \$ _____ per hour for one dental assistant..
- 2) Emergency Dental Services performed outside of regular appointments \$ _____

per hour for the dentist plus \$ _____ per hour for one dental assistant.

B. COUNTY will pay PROVIDER in accordance with the agreed upon amounts as bills are submitted by PROVIDER and upon the Utah County Jail health services supervision verification and approval of bills submitted.

3. INDEPENDENT CONTRACTOR

PROVIDER states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of Utah County for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

4. LIABILITY.

A. The PROVIDER agrees to jointly and severally defend, indemnify, and hold the COUNTY harmless from any and all liability whatsoever, which may arise from the performance or provision of services in accordance with this Agreement or from the PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from the PROVIDER'S actions.

B. The PROVIDER agrees to carry professional malpractice insurance coverage equal to or greater than \$1,000,000 per occurrence, or as modified by the state risk manager pursuant to state statute during the term of this contract. This coverage shall provide malpractice insurance to cover the activities of PROVIDER and for PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. The PROVIDER shall furnish COUNTY a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah County in the minimum amounts indicated above naming COUNTY as a certificate holder before providing services under this agreement.

The PROVIDER shall furnish a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for all employees of the PROVIDER. PROVIDER shall maintain the professional malpractice and workers compensation insurances for the duration of this Agreement.

5. SUPERVISION AND INSPECTION:

In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered.

6. DURATION

A. This Agreement shall be for the time period commencing _____, 2021 until December 31, 2021. Either party may terminate this Agreement without cause by giving written notice to the other party one hundred and twenty (120) days prior to termination.

B. This Agreement shall automatically renew on the same terms and conditions for three further one year periods unless otherwise indicated in writing by COUNTY not less than thirty (30) days prior to the termination date.

C. In the event of said termination, all financial obligations paid in advance by either party shall be adjusted on a per diem basis as of such termination date. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

7. SECURITY

PROVIDER and his dental personnel are required to meet the jail's security requirements including a background check. When an inmate is transported to a location other than the Utah County Security Center, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an escape risk and is considered dangerous, the PROVIDER shall be advised and shall be entitled to the following:

- a. If it is necessary to remove the restraining devices, additional assistance shall be summoned.
- b. A uniformed officer shall accompany any prisoner being transported.
- c. Every effort shall be made to maintain safe and effective control over prisoners at all times and to secure the safety of Provider and other attending dental personnel.

8. LICENSING

PROVIDER and/or his associates shall maintain in good standing and keep in effect their license to practice dentistry in the state of Utah and /or any other required licenses or certifications at all times during the term of this Agreement and provide COUNTY proof thereof as requested by COUNTY.

9. NOTICES

Any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.

10. GENERAL COVENANTS

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof. This agreement may not be assigned without the prior written consent of Utah County.

PROVIDER shall obey all applicable laws, state, federal and local, and shall possess and maintain his license to practice dentistry in the state of Utah in full force, effect and good standing.

This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Chairman

ATTEST:

County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:

David O. Leavitt
Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVIDER:

BY: _____

ITS: _____