



**REQUEST FOR PROPOSAL**  
**WEBER COUNTY SHERIFF'S OFFICE**  
**DIAGNOSTIC SERVICES**  
**(Specifically Clinical Laboratory Service and/or**  
**Mobile X-Ray Service)**

Date of Issue 24 August 2010

## **PURPOSE**

The Weber County Sheriff's Office is requesting proposals from vendors who are able to provide medical diagnostic services, specifically clinical laboratory services and/or mobile x-ray services.

## **BACKGROUND**

The Weber County Sheriff's Office operates two County jail facilities, consisting of a full security facility at 721 West 12<sup>th</sup> Street, Ogden, with a maximum population of 888 inmates; as well as a remote community release facility at 370 – 26<sup>th</sup> Street, Ogden, with a maximum population of 298 inmates.

## **SCOPE OF WORK**

The contractor shall provide one or both of the following services:

1. Clinical laboratory services. To include all commonly ordered laboratory tests.
  - a. Results must be provided to the facility within 24 hours of the time collected.
  - b. Results must be available online.
  - c. STAT services must be available, with results reported within 6 hours of specimen collection.
  - d. Infection control reports must be provided on a monthly basis.
  - e. Service must be available 24 hours per day/7 days per week/365 days per year, including holidays.
  - f. Laboratory must be CLIA, as well as JCAHO accredited.
  
2. Mobile X-Ray services – to include flat plate X-rays and EKGs.
  - a. Provider must be 100% digital and use only digital plates. Film technology will not be accepted.
  - b. A final impression must be faxed to the facility within 4 hours of completion of the exam.
  - c. Results must be available online.
  - d. Images must be available online.
  - e. STAT services must be available, with final impression provided to the facility within 8 hours of the time requested.
  - f. Service must be available 24 hours per day/7 days per week/365 days per year, including holidays.

The provider must demonstrate a comprehensive Quality Improvement Process (QIP), which includes active interaction with the facility, as well as local physicians.

## **CRIMINAL HISTORY / WORK ELIGIBILITY CHECK**

The Weber County Sheriff's Office reserves the right to conduct reference checks, background investigations, and criminal history checks on any potential employees of the program. In addition, Utah Code Annotated Section 63G-11-1 03(3) prohibits a public employer from entering into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state.

### **E-VERIFY**

**1. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

#### **1.1 Status Verification System**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

#### **1.2 Indemnity Clause for Status Verification System**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

## **DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to provide a drug-free workplace for contractor's employees.

## **PROFESSIONALISM**

Contractor's employees shall conduct themselves in a professional manner at all times and shall not behave in such a way so as to disrupt the general management of the Sheriff's Office.

## **HIPAA CONFIDENTIALITY**

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or offenders, shall be considered confidential during and following the term of the agreement and will not be divulged without written consent of this Office, and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided as proprietary and confidential. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to this Office in hardcopy and/or electronic form. Except where law allows, Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

## **QUALIFICATIONS OF RESPONDENTS**

The Weber County Sheriff's Office may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the services requested, to include company prior experience, company licensing, company history, references. Respondents must include this information in their response. This Office reserves the right to reject any proposal if it is found that the respondent is not properly qualified to provide the services contemplated herein.

## **INSURANCE**

By signing and submitting a response under this solicitation, the respondent certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and will maintain the required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the State of Utah:

1. Workers' Compensation – As required by law
2. Employers Liability - \$ 100,000
3. Comprehensive General Liability - \$1,500,000

## PROPOSAL

Respondents must submit a response in the form of a proposal, **two (2) copies**, which shall include:

1. Transmittal Letter addressed to Annette Jacobs, Purchasing Agent, which includes:
  - a. Name and address of the respondent;
  - b. Name, title, and telephone number of the contact person for the vendor;
  - c. A statement that the proposal is in response to this RFP;
  - d. The signature, typed name, and title of the person authorized to commit the vendor to the proposal.
2. Company profile.
3. Technical proposal.
4. Due date for this Proposal is NLT 7 September 2010, 2:00pm to the Purchasing Office at 2380 Washington Blvd., Suite 320, Ogden UT 84401, (fax) 801-399-8683 (phone) 801-399-8856/8868, any RFP received past this date and time will not be accepted.

## QUESTIONS

All questions should be directed to Steffani Ebert at [sebert@co.weber.ut.us](mailto:sebert@co.weber.ut.us), or phone 801-778-6704.

## SELECTION CRITERIA

The contractor will be selected on the basis of written proposal as follows:

1. The contractor's demonstrated experience in a correctional facility, to include past history and references.
2. The cost of services.
3. The respondent shall disclose any law suits or legal action during the past five years relating to services in a correctional facility.

Weber County reserves the right to award this contract based on total qualifications and requirements of the RFP, not necessarily to the respondent with the lowest cost of services. Weber County reserves the right to reject for any reason any or all proposals received in response to this RFP. Weber County will not pay for any information requested nor is it liable for any costs incurred by the proposer.

After selection of the successful respondent, all respondents will be notified in writing of the selection.

The selected responder shall begin work only after receiving the executed contract. All services in the proposal are to be performed in compliance with the negotiated contract and response to this RFP.

## **METHOD OF AWARD**

The award will be made to the respondent determined to be the most suitable and whose proposal is determined to be professionally and technically complete. The ultimate award will be made by the Weber County Sheriff and the Weber County Commission, based on recommendations of this Office.

## **TERMINATION OF CONTRACT**

1. Termination for Cause: Weber County may terminate the contract upon the vendor failure to carry out its provisions or to make substantial progress under the terms specified in this RFP or in the contract. Weber County shall provide the vendor with 60 days written notice of conditions of non-performance. Weber County shall be obligated to reimburse the contractor only for those services rendered prior to the date of the notice of termination.
2. Mutual Agreement: With the mutual agreement of Weber County and the vendor upon receipt of not less than 90 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
3. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of Weber County government to appropriate funds, discontinuance, or material alteration of the program under which funds were provided, Weber County shall have the right to terminate the contract without penalty, by giving not less than 90 days written notice documenting the lack of funding.