

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR PROPOSALS
DETENTION CENTER OFF-SITE MEDICAL, DENTAL, MENTAL HEALTH, &
PRESCRIPTION SERVICES**

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting proposals from interested parties to provide off-site medical, dental, mental health, and prescription services to incarcerated patients of the Lewis and Clark County Detention Center.

The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Casey Hayes, Procurement Officer, chayes@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any offeror, or entity with financial interest in the contract award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact.

The deadline for proposals to be delivered to the Lewis and Clark County Commissioner's Office, located at the City-County Administrative Building, 316 North Park Avenue, Room 345, Helena, MT is on or before 4:00 PM MDT on September 7, 2026. The sealed envelope containing the proposal must be labeled, "Detention Center Off-Site Medical Services RFP." Late proposals are not accepted.

The County reserves the right to reject any or all proposals received, to waive informalities, to postpone the solicitation for a period not to exceed 60 days, and to accept the proposal that is in the best interest of the County. Offerors shall be bound to the terms and conditions listed in the solicitation.

This solicitation is being offered in accordance with federal and state statutes and county regulations governing procurement. Proposals become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a proposal. Published in the Helena Independent Record on August 8 and August 15, 2026.

Solicitation Timeline

Publication of Notices	August 8 & 15, 2026
Questions Due	August 21, 2026 by 5:00 PM
Responses to Questions Posted on County Website	August 28, 2026 by 5:00 PM
Proposal Submittal Deadline	September 7, 2026 by 4:00 PM
Preliminary Evaluation Meeting	No later than September 11, 2026
Interviews (optional)	No later than September 18, 2026
Final Evaluation Meeting/Notice of Intent to Award	No later than September 25, 2026

Background

The Lewis and Clark County Detention Center is a 166-bed detention facility located in Helena, MT. The Detention Center processes all arrestees from municipal, county, federal detainers, state law enforcement and out-of-state law enforcement within Lewis and Clark County. It also houses inmates for pretrial purposes and holds short-term inmates awaiting arrangements for detention in the state penitentiary system.

The Detention Center has an on-site medical provider that can provide certain medical services to incarcerated patients. When it is determined that incarcerated patients require medical services that cannot be provided on-site, including dental services, these need to be provided off-site.

The Detention Center does not have a dispensary for medications. While some of the prescriptions may be provided by the on-site medical provider, other medications must be provided by a medical provider that can dispense certain medications based upon the Montana Department of Corrections formulary requirements.

Scope of Services

The selected offeror will be responsible for the following services (this list is not meant to be comprehensive):

- Provide medical, dental, mental health, and behavioral health appointments to incarcerated patients for non-emergent care at the provider's medical facility;
 - Reserve a minimum of three dedicated morning appointment timeslots each week, prebooked in coordination with the Detention Center's medical staff, for dental visits required by incarcerated patients with the intention of ensuring timely, safe, and consistent care for urgent dental needs;
- Refer incarcerated patients for medical, dental, mental health, and behavioral health care when the provider is unable to provide the needed services;
- Assess incarcerated patients (e.g., income, insurance, etc.) in order to provide discounted medical services on an income-based sliding scale;
- Coordinate continuity of care for incarcerated patients with pharmacy, on-site medical provider, and Detention Center medical staff;
- Provide pharmaceuticals for prescriptions and refills written for incarcerated patients by all medical and dental providers;
- Provide pharmaceuticals for prescriptions for qualifying incarcerated patients under the 340B prescription program in a cost-effective manner, with full transparency and reporting to County officials as requested or required;
- Identify incarcerated patients who need appointments for available services;
- Schedule transportation with Detention Center staff;
- Coordinate continued care of incarcerated patients while in custody;
- Have the capability to accommodate telehealth appointments;
- Provide mental health, behavioral health, and medical care; and
- Integrate security protocols into conduct care, to include:

- Restrict access to any incarcerated patient's appointment information (e.g., date, time, location) to anyone other than Detention Center staff or on-site medical provider unless given a release of information;
- Awareness and reporting of contraband, safety, and security concerns to Detention Center Transport Officer; and
- Take direction from Detention Center Staff during emergencies.

Project Duration

The contract established through this solicitation may extend up to seven years from the date of award with an initial term and renewals to be negotiated.

Conduct of Solicitation

A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation. The designated point of contact for this solicitation is Casey Hayes, Procurement Officer, chayes@lccountymt.gov.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

In order to ensure a fair and objective evaluation of all proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before August 21, 2026 by 5:00 PM MDT. An addendum containing responses to questions received will be posted on the County's website at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current> no later than August 28, 2026 by 5:00 PM MDT. It is the responsibility of each offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member, agent, or elected official directly. All communications regarding this RFP shall be directed to the designated point of contact.

Upon receipt of proposals, evaluation committee members will independently conduct reviews of all submissions. The evaluation committee will meet to determine responsiveness, responsibility, qualifications, and conduct scoring of proposals based on the evaluation criteria established in the solicitation.

If the evaluation committee desires, the County may interview the offerors deemed most

qualified after preliminary evaluation. The County may, at its discretion, contact the references provided in the proposals in order to understand the nature of the projects and determine satisfactory completion.

If interviews are conducted, the evaluation committee will meet to determine final scores. Preliminary evaluation scores may be changed based upon information provided by offerors during the interview process. Offerors will be ranked based upon the final average scores of the committee.

Proposal Submittal

Offerors shall submit five (5) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked "Detention Center Off-Site Medical Services RFP Proposal Enclosed". Proposals shall not exceed 10 double-sided pages, excluding a cover letter. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

Submit proposals to:

Lewis and Clark County Commissioners
ATTN: Detention Center Off-Site Medical Services RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM MDT on September 7, 2026, at the address listed above. Proposals received after the deadline shall not be accepted. Emailed or faxed proposals will not be accepted. One copy of the proposals must be marked "Original" and contain a cover letter signed by a representative of the offeror who is authorized to submit the proposal.

Proposal Content Requirements

In order to be deemed responsive, proposals shall demonstrate that the offeror has the professional capabilities and resources to provide all deliverables described in the *Scope of Services* in a satisfactory and timely manner. Proposals shall include:

1. The offeror's legal name, address, telephone number, and primary contact information to include email address;
2. A listing of all medical, dental, mental health, and prescription services available to incarcerated patients;
3. A comprehensive description of the approach the offeror will employ in order to meet the requirements identified in the *Scope of Services*;
4. A cost proposal containing a clear and comprehensive pricing structure that includes all costs associated with delivering the Scope of Services contained in this solicitation;
5. A statement of the offeror's experience in providing medical, dental, mental health and prescription services to incarcerated patients; and
6. Qualifications of key staff to provide deliverables.

Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria:

Criteria	Points Possible
1. Quality. Proposal will be evaluated on content requirements, legibility, clarity, grammar, and spelling. Unnecessarily elaborate proposals, beyond that which is sufficient to present a complete offer, are not desired.	10 points
2. Capacity. Proposal indicates offeror has the capacity to meet availability requirements and respond to immediate needs of the County.	15 points
3. Methodology. Proposal provides comprehensive approach that identifies how the offeror intends to satisfy the Scope of Services and provide the required deliverables.	15 points
4. Cost. Proposal contains comprehensive cost proposal and demonstrates ability to operate within, and adhere to, budget constraints.	25 points
5. Experience. Proposal indicates overall experience providing medical, dental, mental health, behavioral health, and prescription services to incarcerated patients.	25 points
6. Qualifications. Proposal provides qualifications of key staff. Resumes should be limited to one page per staff member.	10 points
TOTAL	100 points

Contractual Terms and Conditions

The selected offeror agrees to form, negotiate, and execute a medical services provider contract in partnership with the County. Invoicing for services related to this contract shall be conducted monthly to include sufficient supporting documentation for all charges. Any request for price adjustment during the period of performance under the established contract shall be submitted in writing at least 90 days prior to the requested effective date. Adjustments shall be based on a mutually agreed-upon methodology and shall be subject to County approval.

The County reserves the right to require the selected offeror to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The selected offeror shall be responsible for possessing any and all insurances required in order to provide the services outlined in this solicitation to include general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate as well as workers' compensation insurance. All insurances must be from insurance carriers licensed to do business in the State of Montana. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror pursuant to this solicitation shall become the property of Lewis and Clark County which has the exclusive

and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Standard Terms and Conditions

By submitting a proposal to this Request for Proposals, the Offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. **AUTHORITY**. This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Procurement Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.
2. **COMPETITION**. Lewis and Clark County encourages free and open competition among Offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The Offeror's submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible Offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the Notice of Intent to Award, proposals may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Offerors.

3. **PUBLIC INSPECTION OF PROPOSALS**. Except as otherwise stated in these terms and conditions, all information received in response to this RFP is deemed public information

and will be available for public viewing and copying after the Notice of Intent to Award is issued.

4. TRADE SECRETS. In order for an Offeror to claim information is protected under Montana's Uniform Trade Secrets Act, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Offeror's attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act. Trade secrets contained in the proposal must be clearly marked and separate from materials that are open for public inspection. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.
5. CLAIMS OF CONFIDENTIALITY AND PERSONAL SAFETY. In order for an Offeror to claim information is confidential and protected by law or a matter of personal safety, this information must be marked and separated from the materials that are open for public inspection. Clear reference to the laws that protect the information must be provided. No confidentiality material may be contained in the pricing or cost estimates. Contract provisions shall not be covered by claims of confidentiality or personal safety. Offerors will be solely responsible for all legal costs and fees associated with defending a claim for confidentiality and/or personal safety in the event of a records request from another party which the Offeror chooses to oppose. The Offeror will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the County or the Offeror will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Offeror in writing of any open records request that is made, and the Offeror will have three working days from receipt of the notice to notify the County in writing whether the Offeror opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record.
6. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE. All proposals will be classified as either "responsive" or "non-responsive." A proposal is considered "responsive" if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:
 - Required information is not provided;
 - The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
 - The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

7. DETERMINATION OF OFFEROR RESPONSIBILITY. The Procurement Officer and/or the evaluation committee will decide whether an Offeror has met the standards of

responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the Offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An Offeror may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

8. EVALUATION OF PROPOSALS AND OFFEROR INTERVIEWS/PRODUCT DEMONSTRATION. The remaining proposals will be scored according to the evaluation criteria stated herein. The evaluation committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the Offeror.
9. COUNTY’S RIGHT TO INVESTIGATE AND REJECT. Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the Offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the Offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.
10. OFFEROR SELECTION AND CONTRACT EXECUTION. After an evaluation of the Offeror, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the Procurement Officer will communicate to the Offeror selected. If the Offeror and the County cannot agree on the contract terms, the County may move to the next ranked Offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.
11. COUNTY’S RIGHTS RESERVED. Submission of a proposal confers no rights upon any Offeror and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;

- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

12. **NONDISCRIMINATION**. In accordance with federal and state laws, the Offeror agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the Offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any Offeror who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

13. **CONE OF SILENCE**. A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

14. ADVANCED PAYMENTS. Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.
15. PROTEST PROCEDURE. An Offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County Procurement Policy.
16. NONDISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS. Per Montana Code Annotated 30-20-301, a Respondent whose company has at least ten full-time employees and is awarded a contract with a value of at least \$100,000 paid wholly or partly from public funds shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the awarded Respondent shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

End of Request for Proposals