

# County of Curry



## Request for Proposals No. 2017/18-11

### Inmate Medical Services

**Issue Date:  
6/22/18**

**Proposal Due:  
7/20/18  
Time: 2:00 p.m.**

**Curry County Administration Office  
417 Gidding St., Suite 100  
Clovis, NM 88101  
Attn: Finance Department/Procurement Office  
575-763-6016**

**Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2017/18-11 Do Not Open"**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified offerors to provide comprehensive health care services and mental health services within a secure environment.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than **7/20/18** at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.**

Troy Hall  
Purchasing Agent/  
Procurement Officer  
Phone – 575-763-6016 Ext. 133  
Fax – 575-763-3656  
[thall@currycounty.org](mailto:thall@currycounty.org)

## **PURPOSE/GOAL**

The purpose and goal of this Request for Proposals (RFP) is to select through a competitive process, an offeror(s) that has the proven experience and expertise to perform services described in this RFP. Curry County Adult Detention and Juvenile Detention are requesting proposals for “turn-key” medical services and provision of health and mental health care services to male and female inmates in the County’s adult and juvenile detention facilities. The County seeks an offeror to provide comprehensive health care services and mental health services, within a secure environment, and in accordance with (or which exceed) the standards of the Nation Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the New Mexico Government Accreditation Program Adult Detention Professional Standards and the Children, Youth and Families Department New Mexico Juvenile Detention Standards (CYFD). Curry County encourages offerors to provide enhanced services beyond those identified in the scope of work.

## **CURRY COUNTY DETENTION CENTER FACILITY INFORMATION**

This section provides information on the Curry County Adult Detention Center and Juvenile Detention Center that may be helpful to the Offeror in preparing the proposal. This information is provided as an overview and is not intended to be a complete and exhaustive description. Curry County reserves the right to make organizational changes.

Curry County Adult Detention and Juvenile Detention are responsible for adult and juvenile, male and female detention. Both the Adult and Juvenile Detention Centers are overseen by the Detention Administrator and this staff in the following functional areas: operations, classification, administration, food operations, commissary and medical services.

The Adult Detention Center has a staff of roughly 50 full-time positions, which include administrative and security personnel. In addition to county employees, there are contract personnel in the medical, mental health, kitchen and commissary departments. The Adult Detention Center has an approximate daily population of 200-250 adult inmates. On May 22, 2018, the County broke ground on the Adult Detention Center additions and renovations. The additions consist of a 13,793 square foot housing unit. The housing will include 24 single cells (48 double cells), as well as a medical unit, two (2) recreational yards, corridors, and a new sally port at 2,830 square feet. The old sally port will be renovated to include expanding the existing booking area, a new pre-booking area and a new inmate property addition. Renovations to the existing Detention Center will also include a new video visitation area, new HVAC and security electronics.

The Juvenile Detention Center has a staff of roughly 15 full-time positions. The Juvenile Detention Center has an average of 8 juvenile inmates.

### **SPECIFIC CONDITIONS**

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory “Notice to Owner of Intent to Propose” Form in order to submit a proposal**. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed twenty-five (25) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.
6. The quantities mentioned in this request for proposal are approximate. The County reserves the right to increase or decrease amounts as circumstances may require.
7. The offeror must acknowledge and accept that the County reasonable believes sufficient funds can be obtained to make all payments during each of the renewal terms under this contract. The County hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding. If, after formal written request, the county does not allocate funds necessary to continue payments for the renewal term, the County may terminate this agreement at the end of the fiscal year of any one year renewal term. Parties acknowledge and agree that it is the intent of the County that funding will continue throughout the term of this agreement.
8. Offeror must have a proven ability for a contract start-up by proposed date (to be specified on Proposal Form).
9. Offeror must have sufficient qualified and trained staff with sufficient back-up personnel to preclude both the absence of, and/or the unnecessary delay of, contracted healthcare services.
10. Offeror must have the central office capability to supervise and monitor the healthcare program, ensuring satisfactory provision of services.

11. Offeror must submit a certified copy of a current financial report of the company with the proposal. Such information may be marked "confidential" so as not to be disclosed once the file becomes public information.
12. The offeror shall specify in their proposal an amount, and any associated conditions, to be paid by the provider for medical care of inmates (including emergency services such as ambulance and air transportation) which is not covered under insurance or the Indigent program. The amount shall be capitated at the offeror's discretion. Offeror shall also specify how costs in excess of the capitated rate will be addressed (i.e. percentage shared by provider and county, provider not responsible, hourly rate, etc.)

## **SCOPE OF WORK**

Offeror(s) must have the ability to provide:

1. Full medical services daily, including weekends and holidays, to the Curry County Adult and Juvenile facilities both male and female inmates. The offeror will be required to enter into a contract that required medical personnel to be onsite, at the Detention facilities. In addition to specific scheduled times, offeror must provide for full medical services on a twenty-four (24) hour, seven (7) day per week basis within thirty (30) minutes after notification by County.
2. Full medical services consist of but are not limited to administrative services; medical; nursing care; emergency medical care; medical disaster plan; inmate intake receiving and screening; sick call services; medication administration; medical records management; medical supply provision and management; dental services; acute, chronic, and preventative care; and specialty services to include insurance billing, and billing management when applicable.
3. Specialty services, which include laboratory, electrocardiogram (ECG), radiology, optometry and ophthalmology, audiology, physical therapy and rehabilitative medicine, at the cost of the offeror.
4. Pharmacy service.
5. Monitoring and billing of private insurance and any other medical or other applicable insurance for billable hours for medical services, on behalf of Curry County.

## **Administrative Services**

The offeror must provide the necessary corporate functions such as time keeping, payroll, personnel functions, billing tasks, obligations payment, etc. The Offeror's regional management staff responsible for this contract will be responsible to provide effective administrative and quality assurance oversight.

The offeror will establish working relationships with Plains Regional Medical Center and the local Health Department, and any other essential medical facilities. The

offeror will represent Curry County Detention Centers at any local health related boards or committees.

The offeror and/or its employees will appear in Court and testify on behalf of Curry County regarding medical issues involving inmates under offeror's care.

### **Personnel (Staffing and Recruitment Plan)**

The offeror must provide a plan for staffing and recruitment of Medical and emergency health care services for Curry County Adult Detention Center and Curry County Juvenile Detention Center employees. The offeror will support the mandatory requirements for health services staff orientation and local refresher sessions provided by Curry County Adult Detention Center staff to include background checks and verification, as per policies.

The offeror must provide at a minimum: a prescribing provider who is a licensed individual authorized to write prescriptions and the appropriately licensed and credentialed health care staff in terms of level of training and professional credentials such as NP, PA, RN, LPN, in order facilitate full medical services for a facility this size on a 24/7 basis.

Staffing will include at least one (1) local physician (M.D., D.O. or Nurse Practitioner as described above) on call for both detention centers twenty four (24) hours per day.

A physician (M.D. or D.O.) Nurse Practitioner (NP) or Physician's Assistant (PA) to make on-site visits at least three (3) times per week at Curry County Adult Detention Center and as necessary at Curry County Juvenile Detention Center.

A Psychiatric Mental Health Nurse Practitioner (PMHNP) to make on-site visits at least twenty (20) hours per week, which include two (2) hours three (3) times per week at the Curry County Juvenile Detention Center and on-call for both facilities twenty four (24) hours per day.

A Registered Nurse (RN) on site at Curry County Adult Detention Center at least forty (40) hours per week, which will include two (2) hours three (3) times per week at the Curry County Juvenile Detention Center, and on-call for both facilities twenty four (24) hours per day.

A Master of Social Work (MSW) or Licensed Clinical Social Worker (LCSW) for Behavioral Health Services and Care for forty (40) hours per week at the Curry County Adult Detention Center and on-call twenty four (24) hours per day.

A Licensed Practical Nurse for intakes at the Curry County Adult Detention Center at least forty (40) hours per week.

All staffed positions have direct and sole responsibility to perform the identified health care services and each position, including clerical, is essential to the operation of the health care unit. Provider will provide a written staffing plan to include current incumbents, vacancies addresses and how full coverage will be accomplished.

Offeror understands and will acknowledge that the personnel identified in this RFP are critical providers. The successful offeror will be required to enter into a contract that requires the offeror to provide written proof of backup medical personnel in the event of any illness, sickness, leave, vacation, termination or any other factor that would prevent, limit or otherwise interfere with or result in any of offeror's medical providers not being physically present at the Curry County Detention Facility and performing services set forth in this RFP. If all positions are not filled, offeror will provide a contracted agency to provide temporary or part-time staff who has been trained in Detention Medical Health Care Services. Any FTE position vacant for more than (1) day (8 hours) shall require the offeror to reimburse Curry County Detention Center 1.5 times the position hourly rate per hour, if the vacant position is an exempt (salary) position then the offeror will reimburse Curry County Detention Center 1.5 times per weekly salary. If the position is the Prescribing provider position (MD/DO) the offeror will make immediate arrangements to ensure prescribing authority to Curry County Adult Detention Center and Curry County Juvenile Detention Center.

Personnel hired by the offeror will be guided by the following requirements:

- A. All personnel will have a special focus on technical expertise, emotional stability and professional motivation. The final selection of any provider is subject to the approval of the Adult Detention Center Administrator.
- B. The offeror will assign only licensed and certified personnel to provide professional health care under the contract.
- C. All health care personnel must successfully pass a background investigation by Curry County prior to being employed in either Detention Center and must attend orientation as required by the Curry County Detention Center prior to starting employment.
- D. All personnel will comply with all current Federal, State and local laws, regulations, court orders, administrative regulations and directives, policies and procedures of Curry County's Detention Centers and the established contract for health care services. The offeror's staff will design and implement policies, procedures, and protocols for both health care services and the health care staff. Any healthcare personnel who does not comply with this paragraph or any laws, regulations, court orders, administrative regulations, directives, policies and procedures, shall be appropriately dealt

with by the offeror. Any healthcare personnel who fails to comply with these provisions, after being instructed/advised to do so, or any health care personnel who has multiple violations of the provisions of this paragraph, shall be terminated by the offeror, or shall be banned/barred from access to County facilities. Any healthcare employee that is banned/barred from the Detention Center premises will be considered absent from work.

- E. The offeror will be responsible for ensuring its personnel report all problems and/or unusual incidents in the facility to the Administrator or his designee.
- F. The offeror will ensure that the health care status of inmates admitted to Plains Regional Medical Center or other medical facility are reviewed daily to ensure that the duration of their hospitalization is no longer than medically indicated.
- G. The offeror will provide the Detention Center Administrator a weekly health status report of all hospitalized offenders.

Offeror's employees shall not have been convicted by any state or by the federal government of a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison. Written certification of compliance must be submitted to the Adult Detention Administrator prior to the employee entering the facility.

Offeror's employees will agree, in writing, that they understand any personal belongings entering the Adult Detention Center are subject to search, without notice, at the discretion of the Adult Detention Administrator. A copy of this written agreement will be maintained on file with the employee's background check/clearance. No personal cell phones are allowed within the secure perimeter of either detention facility.

The Curry County Detention Centers are nonsmoking facilities. Offeror's employees shall not bring matches, lighters, or tobacco products, or other contraband items (determined by the Detention Administrator) into the facility without the advanced written approval of the Detention Administrator. Employees may only smoke in areas designated by the Detention Administrator.

### **Medical Disaster & Emergency Care**

The offeror must implement procedures for the review and rehearsal of the delivery of health services in the event of a disaster such as fire, tornado, epidemic, riot, strike, or mass arrests. Emergency health services will be provided in accordance or exceed with the current National Standards for Health Services, to include nurses, mid-levels, dentists and physicians on 24-hour call. The offeror shall make provision and be responsible for all costs for 24-hour emergency medical, mental health, and dental care, including but not limited to 24-hour medical on-call services and ambulance treatment through predetermined arrangements with local hospitals.

The Offeror must implement procedures for the review and rehearsal of the delivery of medical services in the event of a disaster such as fire, tornado, epidemic, riot, strike, or mass arrests. Such procedures shall be developed and/or instituted by the Offeror's Medical Director working closely with the Curry County Detention Center facility administrative staff.

The offeror will adopt the Curry County Detention Center disaster plan or in the absence of a disaster plan the offeror will create and implement a disaster plan that suits and is geared for the Curry County Detention Center and implement procedures within 30 days from the effective date of the contract. The Medical Disaster Plan shall include:

- Communications system
- Recall of key staff
- Assignment of health care staff
- Establishment of command post
- Safety and security of the patient and staff areas
- Use of emergency equipment and supplies
- Establishment of a triage area
- Triage procedures
- Medical records – identification of injured
- Use of ambulance services
- Transfer of injured to local hospitals
- Evacuation procedures (to be coordinated with security personnel)
- Practice drills

The offeror must be responsible for health care delivery on a 24-hour per day basis. In the event of an emergency, Health Services staff will be expected to provide on-site emergency intervention for staff, inmates and visitors when required. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are certified by the State of New Mexico. Offeror shall be responsible for all emergency transportation and will coordinate all emergency transfers with security staff. Unless there is an actual medical justification, offeror will be responsible for payment of any and all ambulance fees incurred in transferring an inmate out of the Detention Facility for medical reasons.

The offeror will provide emergency services, supplies, or medication to Detention employees, official Detention guests, outside contractor's inmates; visitors, or other visitors to Curry County Detention Center. The offeror may elect to bill these individuals directly to recover the cost of their services. However, costs to provide these emergency services shall not be an obligation of the County.

The offeror will have defibrillator and an emergency crash cart in the Detention Center Medical office in order to handle any and all interventions described by Advanced Cardiac Life Support (ACLS) protocols. The Medical Director or the responsible physician must be ACS certified (up-to-date) and all licensed health care staff will be Basic Cardiac Life Support certified (up-to-date). The health unit will conduct an unannounced "mock code" with complete documentation at least quarterly.

The Offeror must ensure availability of emergency treatment through predetermined arrangements and will develop a plan and agreements with off-site facilities for referral of all emergencies that cannot be treated on-site. All emergencies requiring a "911 call" or its equivalent will be reported to Curry County Detention Center immediately, with particular attention to the elapsed time between the call for assistance and the arrival of trained personnel. An up-to-date on-site log of all such calls will be maintained for review by Curry County Detention Center. All non-scheduled off-sites will be immediately reported to the Curry County Detention Center.

### **Primary Health Care Services**

The offeror must provide on-site preventive and primary health care services in accordance with or which exceed the National Commission on Correctional Health Care Standards for Health Services in jails (current edition); Curry County Detention Center policies, procedures, standards of care; and prevailing community standards to include: daily triage of inmate health complaints provision of sick call, routine non-invasive diagnostic procedures, identification and referral of conditions requiring secondary and tertiary services and medication administration and monitoring. Offeror must provide at least one RN, one LPN and at least one mid-level provider (MP or PA) and at night, at least two LPS's or one LPN and one RN 365 days per year.

All triage and screening activities must take place through direct contact with the inmate-patient by a registered nurse (RN) or mid-level provider (NP or PA) or emergency medical technician (EMT). Except by specific written waiver from the department, triage activities may only be performed by a licensed practical nurse (LPN) level person or higher. Screening/walk-in will be available 7 days per week. Any unresolved diagnostic or therapeutic problems shall be referred to a physician. All non-scheduled (walk-in) visits to the medical section will be reviewed by the responsible physician within two working days. Any inmate presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next sick call.

Offeror understands that only those employees/medical providers that have been fingerprinted and has a background check, will be admitted to the Curry County

Detention Facilities. Offeror must be required to provide backup medical personnel/services in the event one or more of the offeror's employees cannot or is not available to provide services to County under this Contract. Offeror shall be responsible for ensuring that all backup or alternate medical providers/medical personnel have been screened and approved by Curry County personnel at all times. In this regard, offeror shall provide County with a list of the name and contact information for any and all providers who will be in the Curry County Detention Center pursuant to the terms of a contract with offeror, at least 48 hours in advance of the date when the services are to be provided. If there any changes in personnel or providers, offeror shall provide Curry County at least 48 hours advance notice of the same.

In order to provide adequate necessary healthcare services, open communication between the offeror and County is vital. Offeror shall provide Curry County Detention Administrator or his/her designee contact information that will allow for County to receive/obtain any and all necessary medical care at all times, including emergencies and other unscheduled or planned events.

## **Screening**

Intake medical screening for inmates at Curry County Adult Detention Center shall be provided by the offeror within two (2) hours from the inmate's arrival at the facility and will be performed by the offeror's health-trained or qualified health care personnel. Offeror will provide a person, in addition to the above referenced LPN or higher who will remain up front, in the booking area, at all times. The offeror cannot transfer or send an inmate out and/or refuse to care or treat an inmate without a valid medical reason that shall be documented or recorded in the inmate's file. All findings are recorded on a screening form approved by the health authority and Curry County Detention Center. The screening will include:

Inquiry info:

- Current medications
- Current and past illnesses and health problems including communicable and chronic diseases
- Dental pain, swelling or functional impairment
- Use of alcohol and other drugs including potential need for detoxification
- The possibility of pregnancy
- Past or current mental illness including hospitalization
- Suicidal risk assessment
- Cognitive or physical impairments

Observations of the following:

- Behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- Body deformities and other physical abnormalities
- Ease of movement
- Condition of the skin, including trauma markings, bruises, lesions, jaundice, rashes, and infestations, recent tattoos, and needle marks or other indications of drug use

Medical disposition of the inmate:

- Refusal of admission until inmate is medically cleared
- Cleared for general population
- Cleared for general population with prompt referral to appropriate health care service
- Referral to appropriate health care service for emergency treatment
- The initial assessment/screening shall be promptly prepared at the conclusion of intake

Inmates, who are unconscious, semiconscious or otherwise obviously in need of immediate medical attention, are refused and referred to the hospital. When inmates are referred to an emergency department, their admission or return to the facility is predicated on written medical clearance.

### **Comprehensive Health Appraisal**

A comprehensive health appraisal for each inmate at the Curry County Adult Detention Center will be completed within ten (10) days after arrival at the facility, unless a prior health appraisal has been completed on said inmate within the previous ninety (90) days. A comprehensive health appraisal for each juvenile at the Curry County Juvenile Detention Center is completed within seventy-two (72) hours after arrival at the facility. Health appraisals shall include the following:

- Review of intake screening
- Collection of additional data to complete the medical, dental, mental health, and immunization histories
- Laboratory and/or diagnostic tests to detect communicable disease, including venereal disease when indicated and tuberculosis
- Recording of height, weight, pulse, blood pressure and temperature
- Other tests and examinations as appropriate
- Medical examination, including review of mental and dental status
- Review of the results of the medical examination, tests, and identification of problems by a physician, certified nurse practitioner, or other qualified

health care personnel, as required by the Medical Practice Act (NMSA 1978 §61-6-1 et seq.)

- Initiation of therapy when appropriate
- Development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

**Primary medical care will also include:**

- Routine non-invasive diagnostic procedures
- Identification and referral of conditions requiring secondary and tertiary services
- Medication administration and monitoring
- Visitation of the “locked-down” areas. The responsible physician must ensure that an LPN or RN see inmates in lock-down areas at least once each week, and document these visits
- The provision of seven (7) days per week, twenty-four (24) hours per day on-site nursing coverage at Curry County Adult Detention Center with the capability for administration of psychotropic medications, emergency medications and emergency nursing care.

Offeror will implement a policy to ensure that all medical services provided to an inmate are properly recorded and the Curry County Financial Specialist is notified of the type and nature of services provided to all inmates.

**Sick Call**

Sick call must be under the direction of a physician and be provided at Curry County Detention Center Monday through Friday, using Nursing Protocols approved or exceeding the National Commission on Correctional Healthcare (NCCHC.) and the New Mexico Government Accreditation Program Adult Detention Professional Standards. Regularly scheduled sick call for routine, non-emergency healthcare complaints will be handled as follows:

- A. A formal sick call procedure will be implemented by a physician or qualified healthcare personnel to address, in an expeditious manner, all inmate non-emergency illness or injury issues.
  1. Sick call at Curry County Adult Detention Center will be conducted a minimum of three (3) days per week.
  2. Sick call at the Juvenile Detention Center will be conducted three times per week, on Monday, Wednesday and Friday, and other times as dictated by the urgency of the request.

If determined that a medical clearance is necessary for an inmate, the Contractor shall be available on-call. Response to request for medical clearance shall be performed within 0.5 hours unless otherwise negotiated and stated in the contract.

- B. The offeror will be responsible for ensuring that inmate complaints are solicited on a daily basis and are acted on by qualified healthcare professionals through appropriate triage and treatment processes.
- C. The offeror will ensure that all health care services are, within reason, provided on site at the detention centers. Should an offender's custody status preclude his/her attendance at sick call, the Contractor will arrange to provide sick call services where the inmate is being confined.

### **Secondary Healthcare Services**

The offeror must make referral arrangements with specialists off-site, for the treatment of those inmates with health care problems which may extend beyond the primary care services provided on-site. The offeror shall identify in their response, a plan to arrange for appropriate specialty healthcare services. Curry County Adult Detention Center and Curry County Juvenile Detention Center have a high interest in maximizing on-site specialty care to avoid inmate transport and off-site security costs. The Offeror shall identify in their staffing plan and arrange for additional specialty services to be conducted on-site by bringing in the equipment needed to provide said services at both facilities as is medically necessary and based on the operational needs of the institution.

The offeror must arrange for specialty clinics to be conducted on-site at both facilities as practical. The offeror shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, etc. The offeror shall be responsible for fitting, supply, and repair or replacement of prosthetics, including those prosthetic devices currently used by inmates. Offeror shall endeavor to consolidate the scheduling of appointments and services for inmates with community physicians hospitals and other health care providers and services to minimize the impact upon security staff, and available vehicles. The offeror shall make best efforts to provide services on site, whenever possible.

Offeror will maintain contracts for specialty services, such as but not limited to, dialysis, radiology, and other off-site and on-site specialty clinics. All subcontracts are subject to Curry County Detention Center approval prior to commencement. If available, Curry County Detention Center has a high interest in the use of telemedicine for specialty care consults to reduce inmate transport and off-site security costs.

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the consultant and the primary care physician within twenty-four (24) hours of the consult. Each activity must result in a legible report in the inmate's medical record within seventy-two (72) hours of the encounter.

The proposal must describe the process by which the offeror will research and implement methods to increase the amount of "secondary type care" that can be delivered at the Detention facility. The offeror shall provide secondary health care services in accordance with or exceed the National Commission on Correctional Health Care Standards for Health Services in Jails (current edition) Curry County Adult Detention Center and Curry County Juvenile Detention Center policies, procedures, standards of care, and prevailing community standards.

### **Tertiary Medical Care Services**

"Tertiary Medical Care Services" are those services that must be performed in a Hospital outside of the Curry County Detention Centers, that offer all levels of medical specialty, consultant, and surgical services.

The offeror shall be responsible for the provision of tertiary services to include, but not limited to the provision of hospitalization and ambulance transport (ground and air) as needed off-site. Curry County Detention Center has a high interest in providing off-site care that is in close proximity to the Detention Facilities at 801 Mitchell Street, Clovis, New Mexico, when possible to reduce inmate transport and off-site security costs. The offeror is encouraged to use appropriate specialty consultants in the local areas for specified cases and also for hospitalization in the case or urgent or emergency conditions. The offeror shall negotiate with or use existing appropriate community hospitals, clinics, and consultants to provide off-site consultations and emergent and elective hospitalizations. This is to reduce Curry County Detention Center correctional overtime and ground transportation costs.

### **Methodology: The following must be addressed in the Offeror's proposal:**

1. Describe in detail you approach to the provision of on-site preventative health care services, secondary health care and Tertiary care services
2. Describe the protocol for inmate triage and screening activities including the referral diagnostic or therapeutic problems to the higher skill levels of primary health care services, secondary health care, and Tertiary care services
3. Describe the protocol for dispensing medications, including the administration of psychotropic medications for primary health care services, secondary health care, and Tertiary care services

4. Describe the protocol for handling non-scheduled visits to the medical department for primary health care services, secondary health care and Tertiary care services
5. Describe the sick call protocol for primary health care services, secondary health care, and tertiary care services
6. Describe physician availability to see patients at the “locked-down” areas of the facility for primary healthcare services, secondary health care and Tertiary care services
7. Describe the site supervision for each facility (Adult & Juvenile) for primary health care services, secondary health care and Tertiary care services
8. Describe nursing and support staff coverage for each facility for primary health care services, secondary health care and Tertiary care services
9. Describe nursing on call for each facility for primary health care services, secondary health care and tertiary care services
10. Describe physician, mid-level, and dentist coverage for each facility
11. Describe physician on-call coverage for each facility for primary health care services, secondary health care and Tertiary care services
12. Describe the competencies, skills, and duties required of the director of the primary health care services, secondary health care services, and Tertiary care services
13. Describe the staffing levels and credentialing requirements of the primary health care services, secondary health care, and Tertiary care program
14. Describe the primary health care services, secondary health care and Tertiary care program policies, procedures and standards of care
15. Describe the prioritization of the primary health services, secondary health care and Tertiary care program
16. Describe the primary health care services, secondary health care and Tertiary care program reporting system and the productivity standards

### **Mental Health and Addiction Services**

Curry County Detention Center is looking for an offeror to significantly increase the level of service in mental health for the Curry County Adult Detention Center and Curry County Juvenile Detention Center. Curry County Detention Center continues to see an increasing need for services, as the jail becomes the primary location for the provision of community mental health services. This creates several issues for jail administration; including classification, housing, mental health services, costs and liability.

Curry County Adult Detention Center is requesting a combination of a part-time psychiatrist (minimum 20 hours per week) and a full time mental health professional (Master’s level social worker, licensed professional counselor, licensed clinical social worker, adult psychiatric nurse practitioner, etc.) to provide mental health services. The part-time psychiatrist must be available to Curry County Juvenile Detention Center as needed and the full time mental health

professional must make daily visits to Curry County Juvenile Detention Center and be available otherwise, as needed.

The mental health team will provide services to include suicide prevention, crisis intervention, individual and group counseling, manage chronic and acute mental illness, psychotropic medication, documentation and records management of mentally ill inmates and work with community agencies in the coordination of mental health services as inmates are booked and released from jail. The mental health staff will also be available to teach mental health related issues in the detention officer academy, as needed.

The mental health and addiction services programs provide mental health care and addiction services to persons incarcerated in the Curry County Detention Center and Curry County Juvenile Detention Center. Services are to be developed and provided in accordance with or to exceed National Commission on Correctional Healthcare (NCCHC) standards and the New Mexico Government Accreditation Program Adult Detention Professional Standards.

**Methodology: The following must be addressed in the Offeror's proposal:**

1. Describe the competencies, skills and duties required of the director of the mental health care program
2. Describe the staffing levels and credentialing requirements of the mental health staff
3. Describe any of the offeror's mental health care policies, procedures and standards of care
4. Describe the prioritization of the mental health care services
5. Describe the mental health care reporting system, and the mental health care team productivity standards.

**Dental Services of Oral Care Program**

The offeror shall implement an oral health program under the National Commission on Correctional Healthcare (NCCHC) standards of care and the New Mexico Government Accreditation Program Adult Detention Professional Standards. The program shall provide for the basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measure to maintain optimal oral health and services to restore adequate masticatory function. The offeror shall develop and implement an oral health care program consisting of basic dental service under the direction and supervision of a dentist licensed in the state, and provided as needed for inmates.

Care is timely and includes immediate access or urgent or painful conditions. There is a system of established priorities for care when, in the dentist's judgment, the inmate's health would otherwise be adversely affected. The oral health

program shall function under established National Commission on Correctional Healthcare (NCCHC) and community standards of care.

The offeror shall be responsible for providing any and all oral health equipment in ideal working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; and providing quality services at a level consistent with local community standards for dental care. The offeror shall be responsible for the replacement of equipment that can no longer be maintained and kept in a satisfactory working condition.

The oral health program shall provide for the basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infections, preventive measures to avert the need for restorative procedures, to maintain optimal oral health and to restore adequate function and mastication. The provision of the services shall be prioritized in a manner that approximates the following:

1. Emergency services for the relief of pain, bleeding, infection, trauma, etc.
2. Diagnostic services and documentation

**Methodology: The following must be addressed in the Offeror's proposal:**

1. Detail the oral health program in terms of programming for the delivery of basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measures to avert the need for restorative procedures.
2. Describe the competencies, skills, and duties required of the director of the oral health care program.
3. Describe the staffing levels and credentialing requirements of the oral health care staff.
4. Detail any oral health care policies, procedures and standards of care.
5. Describe the prioritization of the oral health care services.
6. Describe the oral health care reporting system, and the oral health care team productivity standards.
7. Detail the provision of supplies and materials to ensure a functioning operation; and ensuring compliance with OSHA standards.

**ANCILLARY AND OTHER HEALTH SERVICES**

**Laboratory Services**

The offeror shall enter into a local area subcontract for all laboratory services, which cannot be provided on-site. This includes laboratory services ordered by mental health providers. The offeror or its subcontracting laboratory/laboratories shall comply with all national and New Mexico laws, rules, regulations and standards regarding analytical methods/procedures. Curry County Detention

Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with the facility transport section.

### **Electrocardiogram (EKG) Services**

EKG services shall be provided on site by the offeror to include all equipment and supplies and a cardiologist reading over all studies. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with the Detention transport.

### **Radiological Services**

Curry County Detention Center prefers the offeror has a portable X-Ray Machine at the Detention Center. If the awarded offeror does not have a portable X-Ray Machine, the offeror shall enter into a subcontract with Plains Regional Medical Center or another medical facility for all radiological services. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with Detention transport.

### **Optometry & Ophthalmology Services**

The offeror shall provide optometry and ophthalmologic services off-site as necessary. The offeror shall provide or arrange for eyeglasses with the family as necessary. All items brought from outside of the facility shall be first cleared with a Lieutenant. If a disease process such as diabetes requires additional follow up of baseline evaluation by an optometrist, an evaluation by an ophthalmologist will be scheduled as an off-site/on-site consultation by the offeror. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with the Detention transport.

### **Auditory Services**

Auditory services will be provided through the offeror off-site/on site by a licensed audiologist when indicated and a comprehensive auditory program must be implemented for both facilities. The provision of hearing aids will be the responsibility of the offeror. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with the Detention transport.

### **Physical Therapy & Rehabilitative Medicine**

The offeror shall provide a plan to contract physical therapy services in the identified facilities if or as needed. The offeror shall provide or contract equipment and supplies necessary for a functioning physical therapy delivery program as or if needed. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. All appointments will be worked out with the Detention transport.

### **Inmate Medical Grievances**

The offeror will implement a system to monitor, respond and address inmate medical grievances according to the Curry County Detention Center policy. At Curry County Adult Detention Center, all correspondence marked "Medical Grievance" will be sent by the classification office and will be treated as strictly confidential.

Only employees who are participating in the disposition of a grievance will have access to records essential to the resolution of the grievance.

At the Curry County Adult Detention Center, classification is the office responsible for assigning or forwarding inmate medical grievances to medical after they have been logged. An inmate medical grievance procedure is made available to all inmates and includes at least one level of appeal. Curry County Adult Detention Center will accept all complaints from inmates. Classification will review all medical complaints/grievances and forward to the medical office or provider. The medical provider will address the grievance and provide a response to the inmate and the classification office within the time allowed.

At the Curry County Juvenile Detention Center, the Lieutenant or designee will review and assign medical grievances.

Emergency grievances, which, if handled according to regular time limits for grievances decisions may subject an inmate to a substantial risk of personal injury or cause others serious and irreparable harm, will be addressed immediately.

### **Medical Records**

Medical records will be provided and managed in accordance with the National Standards for Health Information including, NCCHC (National Commission on Correctional Healthcare), HIPPA (Health Information and Portability Protection Act) compliance, and Curry County Detention Center policies and procedures. The Offeror will create and submit policies and procedures where current policies are lacking or needed. Curry County Detention Center has a high interest for medical

records to meet or exceed National Commission on Correctional Healthcare (NCCHC) Standards for Health Services in jails and the New Mexico Government Accreditation Program Adult Detention Professional Standards. The offeror may replace the existing medical file format as necessary in order to assure compliance or exceed National Commission on Correctional Healthcare (NCCHC) standards and the New Mexico Government Accreditation Program Adult Detention Professional Standards. The Offeror acknowledges that any and all medical records belong to Curry County and that if responding to any inmate or concerns regarding an inmate. Curry County will be immediately (within twenty-four (24) hours), provided with any and all records that it requests through its County Attorney and/or County Manager. The original medical records will stay at the Curry County Detention Center and if the offeror would like, they may keep copies at their expense.

Offeror shall prepare and submit whatever forms it requires for the release of medical records in compliance with all laws, including but not limited to HIPPA. Curry County receives from time to time requests for medical records. Medical staff will be required to ensure that only proper HIPPA approved authorizations are used to divulge any medical information.

### **Information Technology**

The offeror will be required to enter and maintain information in the Jail Management Software used by Curry County Detention Center as directed by Curry County Detention Center policies and procedures.

### **Safety, Sanitation and Infection Control**

The offeror is responsible for all costs associated with safety, sanitation and infection control, including training staff, implementing the proper methods of handling, storage and disposal of biomedical hazardous waste; to include sharps, needles, syringes and other materials used in the treatment of the inmates. These procedures shall comply with OSHA standards, the Centers for Disease Control, the New Mexico Department of Health and Curry County Detention Center policies and procedures.

### **Space, Equipment and Supplies**

Curry County Detention Center will provide the equipment currently in place at each facility. The offeror shall maintain and be responsible for all damages to the equipment. Offeror will pay for any damaged equipment as a result of negligence. If offeror needs any additional medical equipment required, which is necessary to provide medical care, offeror will notify County and County will purchase the same. Curry County Detention Center will obtain title to any new or replacement equipment provided by the offeror.

The medical staff will convene quarterly with Curry County Detention Center staff as designated to discuss issues relevant to medical and mental health care in the facilities. Curry County Detention Administrator will designate an individual to serve as the chairperson. The meetings will generally occur quarterly but no less than four times per year. Attendees will include regional office staff (where applicable), physicians, site administrators, site Director of Nursing, physicians, and a representative of the mid-level practitioners. Other employees may be invited to attend. The Contractor will be responsible for all costs including transportation, housing and any other expenses to attend this meeting. The meetings will occur at Curry County Adult Detention Center or a similar location as designated by Curry County Detention Administrator.

### **Pharmacy Services**

The provision of prescription and non-prescription medications is the responsibility of the offeror. All medications must be prescribed or countersigned by the offeror. The offeror must provide a pharmacist to oversee and administer the procurement, dispensing, and administration of pharmaceuticals. The pharmacist shall visit the facility on a quarterly basis; monitor and ensure compliance with all laws, rules and regulations, and standards related to pharmacy services; and provide clinical pharmacy services including drug information, education, and drug regimen review. The offeror shall make provision for on-site delivery of inmate prescriptions seven days per week, and an emergency drug kit which includes on-site "stat" dose capability for emergencies. Offeror shall establish a contract locally for immediate need medications. The offeror will dispense psychotropic medications in a safe and controlled fashion in accordance with Administration of Psychotropic Medication.

The offeror will be responsible for administering all medications for medical and/or mental reasons to all incarcerated Curry County inmates in the facility. Pharmacy must maintain drug profiles on all inmates for the purpose of determining drug interactions. HIV and HCV drugs must be included. Offeror shall provide, furnish, and supply pharmaceuticals and drugs to the facilities using a "unit dose method of packaging" which is properly labeled. Offeror shall comply with the New Mexico Board of Pharmacy.

Pharmaceutical services will be provided in accordance with the current National Commission on Correctional Healthcare (NCCHC) standards, the New Mexico Government Accreditation Program Adult Detention Professional Standards and the Children, Youth and Families Department New Mexico Juvenile Detention Standards (CYFD). At a minimum, the offeror shall be responsible for the administering, and in compliance with State Pharmacy regulations "dispensing" of medications ordered by County. The offeror shall provide the medications in a timely manner for each patient in a unit dose or take with supply format. The offeror shall submit their proposed formulary to Curry County Detention Administrator for

review and approval. Any future proposed changes must also be submitted for review and approval prior to implementation. With respect to such proposed changes, the decision of Curry County Detention Administrator is final.

The offeror shall:

- Maintain inventory, cost, ordering records for all pharmaceuticals, including all over-the-counter medications dispensed by the pharmacy
- Maintain the provision of medications and assurance of continuation of medications without interruption for inmates entering either facility
- Have the ability to generate lists of inmates on specific drugs and by prescribing practitioner
- Monitor inmate drugs so that they do not expire without justification
- Have the ability to generate a listing of the twenty-five (25) most frequently prescribed drugs and the most expensive drugs prescribed
- Provide self-administered medications in a “blister-pack”

**Methodology: The following must be addressed in the Offeror’s proposal:**

1. Describe the plan for the management of the pharmacy services program;
2. Describe the protocol to maintain inventory, cost, and ordering records for all pharmaceuticals dispensed by the pharmacy;
3. Describe the drug utilization review program including your protocols for accessing high-cost and/or new generation medications;
4. Describe the process for development and updating your formulary, the processes for accessing non-formulary drugs, and providing access to over-the-counter drugs prescribed by providers;
5. Describe the protocol for appropriate self-administration and non-self administration of medications;
6. Describe the provision of medications and assurance of continuation of medications without interruption for inmates;
7. Describe the process to dispense psychotropic medications in a safe and controlled fashion;
8. Describe the procedure by which Curry County Detention Center or designee will be notified in advance of any planned formulary changes.

### **Alternate Components**

The following component is to be proposed as separate “add-on” services, offered and priced separately, **not included in base proposal price:**

1. Pre-employment physicals for potential Curry County Detention employees.
2. Hepatitis B vaccinations for Curry County safety sensitive employees; Detention, Maintenance and Sheriff.
3. Flu vaccines for Curry County employees.
4. TB testing for Curry County employees.
5. At any renewal during the term of this contract, offeror may be requested to provide mental health coverage. If offeror has mental health care that can be provided, offeror shall submit a proposed plan for services for providing complete mental health screening, testing, counseling and care to all inmates in Curry County Detention Facility

### **PROPOSAL PACKAGE**

Each offeror must submit the following as labeled and in the same order as follows:

1. **Experience and Expertise.** The offeror must provide experience and expertise in the provision of inmate medical services. Experience shall include reference to current services being provided in facilities or organizations of similar size and volumes as well as experience, training and certifications of the staff, manager, and any other involved personnel.
2. **Technical approach:** The offeror must provide approach to administering the County’s account and response to all requirements included under “Scope of Services” in this Request for Proposals. Offerors must provide their staffing plan; points will be awarded on strength of staff and medical personnel.
3. **Past History & References:** Offeror must provide past history references, preferably of those most comparable to Curry County. Offeror shall include a listing of at least five (5) references with proposals, indicating facility location(s), name(s), and telephone numbers(s) of appropriate contact person. This shall include all current contracts.
4. **Financial Stability:** Offeror must provide financial stability and condition of the offeror’s company.
5. **Medical Screening:** Offeror must provide approach on handling intake medical screening for inmates
6. **Sick Call Services:** Offeror must provide approach to handling sick call services for inmates
7. **Insurance & Medicaid Billing:** Offeror must provide approach to insurance and Medicaid billing and billing management.

## **EVALUATION CRITERIA**

<b>1. Experience and Expertise</b>	<b>30 Points</b>
<b>2. Technical Approach</b>	<b>30 Points</b>
<b>3. Past History &amp; References</b>	<b>15 Points</b>
<b>4. Financial Stability</b>	<b>No Points</b>
<b>5. Medical Screening</b>	<b>10 Points</b>
<b>6. Sick Call Services</b>	<b>5 Points</b>
<b>7. Insurance &amp; Medicaid Billing</b>	<b>10 Points</b>
<b>Maximum Evaluation Score</b>	<b><u>100 Points</u></b>

## **MANDATORY PRE-PROPOSAL WALKTHROUGH**

All participating offerors will be required to attend a **mandatory** pre-proposal conference held on **July 5, 2018 at 2:00 pm** which will be held in the Administration Conference Room, at the Curry County Administration office, 417 Gidding Street, Suite 100, Clovis, NM 88101. A tour of the Curry County Courthouse will be conducted at that time.

## **PROCEDURE**

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.

2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

### Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	6/22/18
2.	<b>Mandatory</b> pre-proposal conference	Curry County/Potential Offers	7/5/18 at 2:00 PM
2.	<b>Mandatory</b> "Notice to Owner of Intent to Propose"	Potential Offerors	7/10/18
3.	Deadline to Submit Questions	Potential Offerors	7/10/18
4.	Last Response to Written Questions/RFP Amendments	Curry County	7/16/18
5.	<b>Submission of Proposal</b>	<b>Offeror</b>	7/20/18
6.	Proposal Evaluation	Evaluation Committee	8/2/18
7.	Selection of Finalist(s)	County	8/2/18
8.	Oral Presentation by Finalist (optional)	Offeror	TBD
9.	Approve Recommendation of Evaluation Committee	County Commission	8/7/18
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	8/7/18 to 8/16/18
11.	Approve Contract	County Commission	8/21/18

## **BIDDER'S CHECKLIST – REQUIRED FORMS**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #33
2. Offeror's Response Form – Page #34
3. Execution of Proposal Form – page #35
4. Offeror's Reference Form – page #36-37
5. Offeror's Certification and Non-Collusion Affidavit – page #38
6. Offerors Information Form – page #39
7. Copy of Business License – include with page #39
8. Completed W-9 – include with page #39
9. Options, Exceptions or Variations – Page #40
10. Resident/Veterans Preference Certification – page #41
11. Campaign Disclosure Form – pages #42-43
12. Proof of Insurance

## **Contractual Provisions**

The following provisions will be in any contract entered into by and between the County and the successful offeror.

**Amendment:** This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

**Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**Equal Opportunity Compliance:** The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

## **NONDISCRIMINATION STATEMENT**

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

**Applicable Laws:** The contract shall be governed by the laws of the State of New Mexico

## **ADDITIONAL TERMS**

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form

contained with the addendum. Verbal responses and/or representations are **not acceptable**.

5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the

services, and the County may reject any and all proposals when it is in the best interest of the County to do so.

19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The architect will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
  - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
  - b. Workers' Compensation insurance as required by state statute.
24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
25. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the

offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
30. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department  
417 Gidding Street, Suite 100  
Clovis, NM 88101

The fee must be paid before the information is released.

31. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director  
Curry County Administration  
417 Gidding Street, Suite 100  
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Electronic Payment Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate

Curry County Administration  
RFP No. 2017/18-11 Inmate Medical Services  
Commodity Code #94874  
Page 32

please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or [thall@currycounty.org](mailto:thall@currycounty.org) with a copy to Carol Pipes, [cpipes@currycounty.org](mailto:cpipes@currycounty.org).

**PROPOSAL FORM**  
**MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"**  
**RFP #: 2017/18-11 INMATE MEDICAL SERVICES**

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [thall@currycounty.org](mailto:thall@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**July 10, 2018**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person authorized to sign for Firm**

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**ALTERNATE CONTACT PERSON/INFORMATION:** \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

**NAME:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES INTEND** to respond to this RFP

\_\_\_\_\_ Firm **DOES NOT INTEND** to respond to this RFP

**THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE July 10, 2018**

PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed and attached campaign disclosure form: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed & attached veteran's preference form (if applicable): \_\_\_\_\_ Yes \_\_\_\_\_ No

***If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.***

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

\_\_\_\_\_  
Signature Name (Typed/Printed)  
\_\_\_\_\_  
Company Position  
\_\_\_\_\_  
Address Telephone Number FAX Number  
\_\_\_\_\_  
City, State, Zip Tax ID # E-mail Address

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is  
\_\_\_\_\_(title) of \_\_\_\_\_(company) and all foregoing  
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this proposal was signed by an authorized representative of the offeror.
- \_\_\_\_\_ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

OFFEROR'S REFERENCE FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

OFFEROR'S REFERENCE FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

4. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2017/18-11 Inmate Medical Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OFFEROR'S INFORMATION FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

1. Legal Business Name: \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. City, State & Zip \_\_\_\_\_
4. Type of Business \_\_\_\_\_ State of Registration \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone \_\_\_\_\_ FAX \_\_\_\_\_
8. Email \_\_\_\_\_
9. Company Website \_\_\_\_\_
10. Has your company ever been debarred from doing business with any federal, state or local agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

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**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.  
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM  
RFP #2017/18-11 INMATE MEDICAL SERVICES  
DUE DATE: JULY 20, 2018

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following  
in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

**Resident Businesses:**

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

**Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP #2017/18-11 INMATE MEDICAL SERVICES**  
**DUE DATE: JULY 20, 2018**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners Ben McDaniel, Angelina Baca, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

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