

County of Curry



**Request for Proposals
No. 2025/26-07**

Detainee Medical Services

**Issue Date:
March 25, 2026**

**Mandatory Notice to Owner of Intent to Propose Form Due:
April 15, 2026 at 5:00 P.M.**

**Proposal Due: May 21, 2026
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. 2025/26-07 Do Not Open”**

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, the Curry County Adult Detention Center.

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:

Submission of a **Sealed Proposal** along with the Request for Proposal (RFP) number, in addition to 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 Melynda Crouch mcrouch@currycountynm.gov 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 AT LEAST TWO (2) DAYS PRIOR TO THE DEADLINE TO ENSURE DELIVERY BEFORE THE PROPOSAL DEADLINE. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP #2025/26-07 DETAINEE 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, mcrouch@currycountynm.gov, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: April 15, 2026

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

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:** _____

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 **APRIL 15, 2026 AT 5:00 PM**

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. The Curry County Adult Detention Center is requesting proposals for “turn-key” medical services and provision of health and mental health care services to male and female detainees in the County’s adult detention facility. The County seeks an Offeror to provide comprehensive health care services and mental health care services, within a secure environment, and in accordance with (or which exceed) the standards of the National Commission on Correctional Health Care (NCCCHC), the American Correctional Association (ACA), Adult Local Detention Facilities Standards, the New Mexico Professional Detention Standards Accreditation Standards, and Government Accreditation Program Adult Detention Professional Standards. Curry County encourages Offerors to provide enhanced services beyond those identified in the scope of work. The awarded Offeror **must** be able to start services on **January 1, 2027**.

CURRY COUNTY ADULT DETENTION CENTER FACILITY INFORMATION

This section provides information on the Curry County Adult 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 as necessary.

The Curry County Adult Detention Center is responsible for adult male and female detention. The Adult Detention Center is overseen by the Detention Administrator and his/her staff in the following functional areas: operations, classification, administration, food operations, commissary and medical services.

The Adult Detention Center has an allotted staff of roughly 69 full-time positions, which includes administrative and security personnel. In addition to county employees, there are/will be contract personnel in the medical, mental health, kitchen and commissary departments. For 2024 and 2025 the facility averaged 175-250 adult detainees.

Curry County does not currently house juvenile detainees. However, if during the pendency of any contract term, the County assumes the responsibility for detention of juveniles, whether on a temporary or full-time basis, Offeror will acknowledge the need and requirement to meet all requirements for the provision of healthcare to juvenile detainees in New Mexico, including any and all requirements of the State of New Mexico, including the Children, Youth and Families Department or CYFD. The Contractor must assure that it is familiar with all such regulations and requirements in its proposal or otherwise in any contractual negotiation, if any.

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference is scheduled for April 15, 2026 at 2:00 p.m. The conference will be held in person. There will be a walkthrough of the facility at that time. We will meet at 801 Mitchell St. Clovis, NM. Failure to attend the Pre-Proposal meeting will disqualify an Offeror from submitting a proposal

REQUIREMENTS FOR PROPOSAL/SPECIFIC CONDITIONS

1. The proposal package shall consist of the sealed TECHNICAL PROPOSAL and a separate sealed PRICE/STAFFING PROPOSAL envelope. Both envelopes shall be clearly identifiable on the outside with the name and number of the procurement (RFP), date and time proposals are to be received along with the Offeror's name and address.
2. In addition to the Original Technical Proposal and Price/Staffing Proposal submittal, Offerors shall provide five (5) identical copies and one (1) scanned electronic copy on a USB jump drive of their Technical Proposal to the Curry County Finance Department, 417 Gidding St., Suite 100, Clovis, NM 88101 no later than May 21, 2026 at 2:00 p.m. The copies will be submitted with the originals in the Proposal Package. The copies requested will be used by the Evaluation Committee. The Owner will retain the original response for the procurement file.
3. 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.
4. 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 NMSA 1978, § 13-1-115 through 13-1-122.
5. Proposals shall not exceed forty (40) single sided, 8.5" x 11" pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached and required forms. Appendices will not be counted towards the page limit. All appendices must be tabbed and separate from the response to the requirements in the "proposal package" section of the RFP.
6. Proposals shall be good for ninety (90) days subsequent to the RFP opening date.
7. The quantities mentioned in this request for proposal are approximate. The County reserves the right to increase or decrease amounts as circumstances may require.
8. The Offeror must acknowledge and accept that the County reasonably 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.

9. **Offeror must have a proven ability for a contract start-up and for full delivery of services by January 1, 2027.**
10. Offeror must have sufficient qualified and trained staff with sufficient back-up or support personnel to preclude both the absence of, and/or the unnecessary delay of, contracted healthcare services.
11. Offeror must have the central office capability to supervise and monitor the healthcare program, ensuring satisfactory provision of services.

PRICE/STAFFING PROPOSAL (IN A SEPARATE SEALED ENVELOPE)

Offeror must provide, in a separate sealed envelope, the proposed cost for accomplishing the services called for herein. State gross receipts and local options taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County. Prices must be based only on the required staffing of four hundred fifty-six (456) total hours a week. Any variances to the required staff or hours must be included as a separate item on the total cost and can be negotiated with the top-ranking firm

The Offeror must provide a plan for staffing of Medical and Emergency Health Care services for Curry County Adult Detention Center employees.

The proposed staffing plan must be separate from the Technical Proposal and included in the Cost/Staffing proposal.

The County may negotiate the proposed staffing plan and modify the scope of work regarding staffing to align with the County budget, while following all applicable standards.

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 to facilitate full medical services for a facility of this size on a 24/7 basis.

The following staffing must be provided for each shift:

Day Shift:

One (1) local physician (M.D., D.O.) or Mid-Level Provider (Nurse Practitioner) to make on-site visits (15) hour per week, at least three (3) times per week at the Curry County Adult Detention Center. Provider must be on call for the detention center, twenty-four (24) hours per day.

A Health Services Administrator (HSA) that is a Registered Nurse (RN) forty (40) hours per week and on call for the detention center twenty-four (24) hours per day.

A Registered Nurse (RN) onsite at the Curry County Adult Detention Center one hundred sixty-eight (168) hours per week.

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A Medical Records Clerk onsite at the Curry County Adult Detention Center forty (40) hours per week.

A Psychiatric Mental Health Nurse Practitioner (PMHNP) to make on-site visits (10) hours per week on-call for the Adult Detention Center facility twenty-four (24) hours per day.

A 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 forty (40) hours per week.

Night Shift:

A Licensed Practical Nurse (LPN) onsite at the Curry County Adult Detention Center one hundred sixty-eight (168) hours per week.

- Positions may be filled by a Registered Nurse (RN) at the discretion of the Offeror. Should the Offeror fill an LPN position with an RN, Offeror shall invoice the County the difference during the quarterly reconciliation. The reconciliation shall include the difference in Health Care Staff compensation for any hour(s) Offeror assigned to an LPN which is filled by an RN through attrition.
- All proposed costs must be based on an LPN for accurate comparisons.
- 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.

- 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 Adult 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 one (1) day eight (8 hours) shall require the Offeror to reimburse Curry County Adult 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 Adult 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.

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 the Detention Center and must attend orientation as well as security training as outlined by Curry County Adult Detention Policies as well as the American Correctional Association, (ACA) and New Mexico Professional Detention Standards as required by the Curry County Adult 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 Center 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 do 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 the Detention Center. 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/her designee.

- F. The Offeror will ensure that the health care status of detainees 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 the detention facility without the Detention Administrator's approval.

The Curry County Adult Detention Center is a nonsmoking facility. 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.

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 Detention Center for male and female detainees. The Offeror will be required to enter into a contract that requires medical personnel to be onsite, at the Detention facility. In addition to specific scheduled times, Offeror must provide for full medical services on a twenty-four (24) hour a day, seven (7) day per week basis 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; detainee 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. Services, which include laboratory, electrocardiogram (ECG), audiology, physical therapy and rehabilitative medicine.
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. Offeror must provide approach to insurance and Medicaid billing and billing management. The Offeror's regional management staff responsible for this contract will be responsible to provide effective administrative and quality assurance oversight. The Offeror must provide a copy of each detainee direct referrals made by the provider to any medical entity for billing purposes.

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 Adult Detention Center at any local health related boards or committees.

Offeror shall submit written quarterly health care reports to the Curry County Manager concerning the overall operation of the health care services program and the general health of the Detention Center population.

Offeror shall meet quarterly, or as soon thereafter as possible, with the County, or designee, concerning health care services within the Detention Center and any proposed changes in health-related procedures or other matters, which both parties deem necessary.

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

Recruitment & Training

The Offeror must provide a plan of recruitment and training of medical personnel for Curry County Adult Detention Center and Curry County Adult Detention Center employees. The Offeror must address resolutions to the nursing staff challenges in Clovis and the State of New Mexico. 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. Provider will provide a written plan for vacancies addresses and how full coverage will be accomplished. Offeror must provide initial training procedures along with ongoing training for Medical Staff.

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, emergency medical technicians,

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.

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 Adult Detention Center's administrative staff.

The Offeror will adopt the Curry County Adult 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 Adult Detention Center and implement procedures within thirty (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
- Transfer of injured to local hospitals
- Evacuation procedures (to be coordinated with security personnel)
- Practice drills
- Management of Infectious Disease
- Detainee Hunger Strike

The Offeror must be responsible for health care delivery on a twenty-four (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, detainees, and visitors when required. Offeror shall not be responsible for the provision or cost of ambulance services. In the event that a detainee is referred to an emergency room and or hospital setting, the Offeror will be expected to provide a medical history to the referring medical party and ensure that Curry County receives a comprehensive discharge plan when a detainee is released back to our care for continuity of care as outlined by our detention standards.

The Offeror will provide emergency services, supplies, or medication to Detention employees, official Detention guests, outside contractor's detainees; or other visitors to Curry County Adult 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 Medical Director or the responsible physician must be ACLS 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 Adult 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 Adult Detention Center. All non-scheduled off-sites will be immediately reported to the Curry County Adult 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 Adult Detention Center policies, procedures, standards of care; and prevailing community standards to include: daily triage of detainee health complaints provision of sick call, routine non-invasive diagnostic procedures and medication administration and monitoring.

All triage and screening activities must take place through direct contact with the detainee-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 seven (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 (2) working days. Any detainee 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 had and successfully passed a background check, will be admitted to the Curry County Adult Detention Center. 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 Adult Detention Center pursuant to the terms of a contract with Offeror, at least forty-eight (48) hours in advance of the date when the services are to be provided. If there are any changes in personnel or providers, Offeror shall provide Curry County at least forty-eight (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 detainees at Curry County Adult Detention Center shall be provided by the Offeror within two (2) hours from the detainee's arrival at the facility and will be performed by the Offeror's health-trained or qualified health care personnel. The Offeror cannot transfer or send a detainee out and/or refuse to care or treat a detainee without a valid medical reason that shall be documented or recorded in the detainee's file. All findings are recorded on a screening form approved by the health authority and Curry County Adult Detention Center. The screening will include:

Inquiry info:

- Current medications including whether the detainee has been prescribed medications for opioid use disorder (such as methadone, buprenorphine, buprenorphine methadone, or injectables naltrexone).
- 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 detainee:

- Refusal of admission until detainee 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 detainees, who are unconscious, semiconscious or otherwise obviously in need of immediate medical attention, are refused and referred to the hospital. When detainees 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 detainee at the Curry County Adult Detention Center will be completed within fourteen (14) days after arrival at the facility, unless a prior health appraisal has been completed on said detainee within the previous ninety (90) days. 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 11978 §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
- Medication administration and monitoring
- Visitation of the “Detainee Restrictive Housing” areas. The responsible physician must ensure that an LPN or RN see detainees 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. Medical care will include a comprehensive detoxification program with strict protocol to ensure that detainees are screened and monitored who are placed on a detoxification protocol to ensure proper medical care as outlined in the NCCHC Standards.
- Medical shall provide evidence-based medication assisted detoxification when warranted. Detoxification is done only under medical supervision in accordance

with local, state, and federal laws. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedative hypnotic drugs is conducted under medical supervision when performed at the facility or is conducted in a hospital or community detoxification center. Specific guidelines are followed for the treatment and observation of individuals manifesting mild or moderate symptoms of intoxication or withdrawal from alcohol and other drugs. Detainees experiencing severe, life-threatening intoxication, overdose or withdrawal are transferred under appropriate security conditions to a facility where specialized care is available

Offeror will implement a policy to ensure that all medical services provided to a detainee are properly recorded and the Curry County Adult Detention Center Accounting Specialist is notified of the type and nature of services provided to all detainees.

Sick Call

Sick call must be under the direction of a physician and be provided at Curry County Adult Detention Center Monday through Friday, using Nursing Protocols approved or exceeding the National Commission on Correctional Health Care (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 physician or qualified healthcare personnel to address, in an expeditious manner, all detainee non-emergency illness or injury issues.
- B. Sick call at Curry County Adult Detention Center will be conducted a minimum of three (3) days per week.

If determined that a medical clearance is necessary for a detainee, 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.

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

Mental Health and Addiction Services

The mental health team will provide services to include suicide prevention, crisis intervention, Detainee NARCAN Education, individual and group counseling, manage chronic and acute mental

illness, psychotropic medication, documentation and records management of mentally ill detainees and work with community agencies in the coordination of mental health services as detainees are booked and released from detention center. 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 Adult Detention Center. Services are to be developed and provided in accordance with or to exceed National Commission on Correctional Health Care (NCCCHC) 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 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.
6. Medically Assisted Treatment as outlined by New Mexico Counties Professional Detention Standards MM44- MM-44 Medication for Opioid Use Disorder The facility provider shall evaluate all detainees for continuation of established MAT treatment. The facility shall continue treatment for those detainees whom the provider recommends for continued treatment. The facility shall additionally comply with all applicable statutory requirements set forth in NMSA.

ADDITIONAL MANDATORY COMPONENT

The following service shall be proposed as a standalone component. The service must be fully described and separately priced. Costs for this service shall not be included in the base proposal price.

MEDICATION-ASSISTED TREATMENT (MAT) / MEDICATION FOR OPIOID USE DISORDER (MOUD) SERVICES

Funding Source: Medication-Assisted Treatment for the Incarcerated Program Fund (SB 425, 2023); State Appropriations; Opioid Settlement Funds; or other eligible funding sources.

1. Purpose and Legal Authority

This section establishes requirements to implement, administer, and evaluate Medication-Assisted Treatment (MAT), also referred to as Medication for Opioid Use Disorder (MOUD), for eligible incarcerated individuals.

This program shall comply with:

- 8.325.12 NMAC – Medication Assisted Treatment Services in Correctional Settings, issued by the New Mexico Health Care Authority
- Senate Bill 425 (2023), enacted by the New Mexico Legislature

Senate Bill 425 mandates MAT availability in county detention facilities and expands MAT services in state correctional facilities, establishing the Medication-Assisted Treatment for the Incarcerated Program Fund.

The intent of this section is to ensure:

- Evidence-based treatment
- Continuity of care
- Reduction of withdrawal, relapse, and overdose
- Safe and coordinated community reentry

2. General Requirements

The Offeror shall:

1. Provide uninterrupted continuation of MAT/MOUD for individuals who are receiving treatment upon entry into custody.
2. Establish standardized screening, assessment, and clinical protocols to identify individuals with Substance Use Disorder (SUD) and Opioid Use Disorder (OUD).
3. Offer evidence-based MAT/MOUD to individuals clinically diagnosed with OUD/SUD.

4. Ensure access to behavioral therapy, peer support, and coordinated reentry planning.
5. Develop data collection, reporting, and quality assurance systems compliant with state requirements.

3. Scope of Work and Required Activities

A. Intake, Screening, and Assessment

The Contractor shall:

1. Implement standardized, evidence-based SUD/ODU screening tools at intake.
2. Verify MAT prescriptions at booking and ensure immediate continuation of medication where clinically appropriate.
3. Conduct clinical assessments performed by qualified medical professionals.

B. Provision and Continuation of MAT/MOUD

The Contractor shall:

1. Provide FDA-approved medications for OUD/SUD, including but not limited to:
 - o Buprenorphine
 - o Methadone (if certified as an Opioid Treatment Program)
 - o Naltrexone
2. Continue MAT/MOUD regimens for individuals identified as already receiving treatment in the community in accordance with 8.325.12 NMAC.
3. Initiate MAT/MOUD for individuals diagnosed during incarceration.
4. Ensure prescribing clinicians follow evidence-based dosing and clinical protocols.
5. Maintain secure medication storage, chain-of-custody procedures, diversion prevention practices, and proper clinical documentation.
6. Comply with all applicable federal controlled substance regulations if scheduled medications are administered.

C. Behavioral Health and Peer Support Services

The Contractor shall:

1. Provide behavioral health counseling, brief interventions, care coordination, and harm-reduction education.
2. Employ or contract Certified Peer Support Workers (CPSWs) to provide engagement, recovery support, and reentry preparation.
3. Deliver services consistent with culturally competent and trauma-informed care principles.

D. Reentry and Continuity of Care Planning

The Contractor shall:

1. Develop individualized reentry plans for all individuals receiving MAT/MOUD.
2. Coordinate referrals and warm handoffs to:
 - Community MAT providers
 - Behavioral health clinics
 - Peer support agencies
 - Pharmacies and prescription services
3. Ensure individuals receive a clinically appropriate supply of medication upon release, consistent with 8.325.12 NMAC.
4. Assist individuals with scheduling follow-up appointments and securing insurance coverage, prescriptions, and community-based services.

E. Staffing, Training, and Program Administration

The Contractor shall:

1. Maintain adequate staffing levels of qualified practitioners (MD, DO, NP, PA, RPh) authorized to prescribe or manage MAT.
2. Provide training to correctional staff covering:
 - MAT fundamentals
 - SUD as a chronic medical condition
 - Harm reduction principles
 - Diversion prevention
3. Develop and maintain written internal policies and procedures addressing screening, treatment, safety, documentation, diversion control, and reentry coordination.
4. Designate a Program Manager responsible for oversight, implementation, compliance, and reporting.

F. Data Collection, Reporting, and Evaluation

The Contractor shall:

1. Maintain comprehensive medical and program records in accordance with 8.325.12 NMAC.
2. Report required data to the New Mexico Health Care Authority and the Legislature as mandated under Senate Bill 425.
3. Track and report key program metrics, including:
 - Number of individuals screened
 - Number enrolled in MAT/MOUD
 - Continuation versus initiation rates
 - Treatment retention
 - Reentry linkage outcomes
4. Participate in state audits, compliance reviews, and program evaluations.

4. Deliverables

The Contractor shall provide:

1. Quarterly program reports detailing screening data, MAT participation, medication types utilized, and staffing updates.
2. An annual performance evaluation summarizing compliance, outcomes, barriers, and recommendations.
3. Reentry coordination logs documenting referrals and warm handoffs.
4. Training records for relevant personnel.
5. Updated MAT policy and procedure manuals.

5. Compliance Requirements

A. Regulatory Requirements

- 8.325.12 NMAC – Medication Assisted Treatment Services in Correctional Settings
- New Mexico Board of Pharmacy regulations
- Applicable federal controlled substances laws

B. Statutory Authority

- Senate Bill 425 (2023)

C. Statutory Deadlines

- December 31, 2025: Facilities must provide continuation of MAT for individuals already receiving treatment upon intake.
- June 30, 2026: Facilities must provide initiation of MAT for eligible individuals diagnosed in custody.

6. Performance Measures

Performance evaluation shall include, but not be limited to:

- Percentage of new intakes screened for SUD/ODU
- Time to continuation of medication after booking
- Number of individuals receiving MAT/MOUD
- Treatment retention rates
- Reentry linkage success
- Reduction in withdrawal, relapse, and overdose incidents
- Staff training compliance rates

7. Budget and Resource Allocation

The Contractor shall:

1. Use state-allocated MAT funds solely for eligible expenses, including staffing, medications, peer support, training, equipment, and evaluation.
2. Maintain detailed financial documentation for auditing purposes.
3. Ensure expenditures comply with Senate Bill 425 and applicable state grant guidelines.

8. Program Management and Coordination

The Contractor shall coordinate with:

- New Mexico Health Care Authority (rule-making and compliance oversight)
- New Mexico Corrections Department (if applicable)
- Community treatment providers
- County leadership (for detention facilities)

The facility is setting aside a 24-person unit as a designated MAT unit to mitigate diversion.

Dental Services of Oral Care Program

The Offeror shall implement an oral health program under the National Commission on Correctional Health Care (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 detainee 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 detainees. Offeror shall arrange and bear the cost of medically necessary dental services that are provided on-site or through a mobile service only. In the event that the County requires any other dental services, the County shall bear the cost. If dental services cannot be rendered on-site, Offeror shall arrange but not bear the cost of offsite dental services.

Care is timely and includes immediate access for urgent or painful conditions. There is a system of established priorities for care when, in the dentist's judgment, the detainee's health would otherwise be adversely affected. The oral health program shall function under established National Commission on Correctional Health Care (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 detainee 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 detainee 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.

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 detainee prescriptions seven (7) 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 health reasons to all incarcerated Curry County detainees in the facility. Offeror will ensure that when a detainee is released from the Curry County Adult Detention Center that the detainee has a total of three (3) days of medications prior to being released from our custody up to including another detention center. Pharmacy must maintain drug profiles on all detainees for the purpose of determining drug interactions. HIV and HCV drugs must be included. In the event that a detainee

is refusing psychotropic medications, the Offeror will immediately contact the Administrator to assist in ensuring that a detainee does not deteriorate as a result of refusing medications. 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 Health Care (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.

Offerors maximum liability for costs associated with the provision of medications shall be fifty thousand dollars (\$50,000.00) in the aggregate per contract year, to be pro-rated for any partial contract years. Costs for medications, which are provided to detainees during the contract year which are in excess of the pharmacy cap amount shall be the responsibility of the County. On a quarterly, basis, Offeror shall provide a report to the County identifying the amount of the pharmacy cap expended during the quarterly and cumulatively during the contract year. When the pharmacy cap amount for the contract year is reached, Offerors accounting department shall provide a monthly cap report to the County Manager and Offeror will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due. Amounts paid by Offeror which are over the pharmacy cap amount will be periodically reconciled with the County. Should the costs associated with the provision of healthcare services listed above not exceed the pharmacy cap amount, Offeror shall reimburse the County at a rate of one hundred percent (100%) of the difference between the actual cost to Offeror for these services and the pharmacy cap amount. The rebate shall be net of any other reconciliation amounts due to Offeror.

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 detainees entering either facility
- Have the ability to generate lists of detainees on specific drugs and by prescribing practitioner
- Monitor detainee 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 detainees;
7. Describe the process to dispense psychotropic medications in a safe and controlled fashion;
8. Describe the procedure by which Curry County Adult Detention Center or designee will be notified in advance of any planned formulary changes.
9. Describe the process to implement a full comprehensive Medication Assisted Treatment Program for all detainees up to including the discharge process.

ANCILLARY AND OTHER HEALTH SERVICES

Laboratory and X-Ray Services

Offeror shall arrange and bear the cost of on-site laboratory and x-ray services ordered by Offeror’s staff. Offeror shall arrange on-site laboratory and x-ray services to the extent possible. To the extent laboratory and x-ray services are required and cannot be rendered on-site, Offeror shall make appropriate arrangements for rendering offsite laboratory and radiology care, but shall not be responsible for the cost of such off-site services. Offeror will arrange and coordinate with the County for the transportation for laboratory and x-ray off-site services. 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 Adult Detention Center has a

high interest in minimizing the off-site appointments whenever possible to reduce detainee 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 Adult Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce detainee 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. The provision of hearing aids will be the responsibility of the Offeror. Curry County Adult Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce detainee 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 Adult Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce detainee transport and off-site security costs. All appointments will be worked out with the Detention transport.

Pregnant Persons

Offeror shall arrange and bear the cost of on-site health care services for any pregnant persons in accordance with NCHC standards. Offeror will not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant person, Offeror shall make appropriate arrangements for rendering off-site care, but shall not be responsible for the cost of such off-site services. Offeror must describe procedures for caring for pregnant females, along with counseling and assistance.

Detainee Medical Grievances

The Offeror will implement a system to monitor, respond and address detainee medical grievances according to the Curry County Adult 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 detainee medical grievances to medical after they have been logged. A detainee medical grievance procedure is made available to all detainees and includes at least one level of appeal. Curry County Adult Detention Center will accept all complaints from detainees. 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 detainee and the classification office within the time allowed.

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

Medical Records

Electronic medical records will be provided and managed in accordance with the National Standards for Health Information including, NCCHC (National Commission on Correctional Health Care), HIPAA (Health Insurance Portability and Accountability Act) compliance, and Curry County Adult Detention Center policies and procedures. The Offeror will create and submit policies and procedures where current policies are lacking or needed. Curry County Adult Detention Center has a high interest for medical records to meet or exceed National Commission on Correctional Health Care (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 Health Care (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 detainee or concerns regarding a detainee. 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 Adult 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 HIPAA. Curry County receives, from time-to-time, requests for medical records. Medical staff will be required to ensure that only proper HIPAA 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 Adult Detention Center as directed by Curry County Adult Detention Center policies and procedures. Curry County currently uses Beacon Software for the Jail Management System. The Offeror will be required to have an electronic medical records program.

- Employees of Offeror will be held to the same end user expectations and requirements as county employees since they are end users of the county network and IT systems just as county employees are.
- Employees of Offeror will be expected to complete assigned IT trainings the same as county employees are.
- In the event damage to IT systems is deemed to have been caused by Offeror's employees, Offeror will be invoiced for any associated costs for replacement/repair

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 detainees. These procedures shall comply with OSHA standards, the Centers for Disease Control, the New Mexico Department of Health and Curry County Adult Detention Center policies and procedures.

Space, Equipment, and Supplies

Curry County Adult 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 Adult Detention Center will obtain title to any new or replacement equipment provided by the Offeror. In the event that the parties mutually agree that medical equipment or supplies in excess of one hundred dollars (\$100) per unit cost is required to assist in providing health care services to covered persons under this agreement, Offeror shall not be responsible for the cost of such medical equipment. Offeror will pay for medical supplies under one hundred dollars (\$100.00) per unit cost that are not Doctor/Pharmacy orders. For Doctor/Pharmacy orders for equipment and materials in excess of one hundred dollars (\$100.00), the County will directly pay for such orders upon ten (10) day notification from Offeror. The County shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit. Offeror shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

The medical staff will conduct and provide statistical data both monthly and quarterly up to and including conducting Continuous Quality Improvement meetings as outlined by detention mandatory standards with Curry County Adult 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 (4) 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.

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. Hepatitis B vaccinations for Curry County safety sensitive employees; Detention, Maintenance and Sheriff.
2. Flu vaccines for Curry County employees.
3. TB testing for Curry County employees.
4. COVID Testing for Detainees and Staff.
5. A Licensed Practical Nurse (LPN) onsite at the Curry County Adult Detention Center eighty-four (84) hours per week.
6. Quality Assurance Employee thirty-two (32) hours a week.

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 detainee 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. 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. References must be with facilities that the **Offeror** has been in contract with for at least two (2) years. This shall include all current contracts.
2. **Experience in the State and Unique Challenges** Offeror must describe, in narrative form, any prior experience they have performing similar services in the State of New Mexico. Whether they have experience in New Mexico or not, all Offerors should also describe either (1) the unique challenges encountered (if they have prior experience within the state) or (2) the unique challenges they expect (if no prior experience within the state) and how

those challenges (1) were dealt with (including description of results) or (2) will be dealt with. At a minimum, these challenges shall include cultural and resource issues.

3. **Technical approach:** The Offeror must define and describe the comprehensive detainee healthcare program they propose to provide to meet the needs of Curry County Detention Center. The plan must address, at a minimum, the following areas:
 - a. Administrative Services
 - b. Recruitment and Training
 - c. Medical Disaster & Emergency Care
 - d. Primary Health Care Services
 - e. Screening
 - f. Comprehensive Health Appraisal
 - g. Sick Call
 - h. Mental Health and Addiction Services
 - i. Dental Services of Oral Care Program
 - j. Pharmacy Services
 - k. Ancillary and Other Health Services
 - i. Laboratory Services and X-ray Services
 - ii. Electrocardiogram (EKG) Services
 - iii. Auditory Services
 - iv. Physical Therapy & Rehabilitative Medicine
 - v. Pregnant Persons
 - vi. Detainee Medical Grievances
 - vii. Medical Records
 - viii. Information Technology
 - ix. Safety, Sanitation and Infection Control
 - x. Space, Equipment and Supplies
4. **Cost:** Offeror shall provide pricing based only on the required staffing of 456 total hours week based on the staffing plan outlined on pages 7-8.
5. **Alternate Components:** Offeror will receive points based on the “add-on” services provided to the County to include:
 - a. Hepatitis B vaccinations for Curry County safety sensitive employees; Detention, Maintenance and Sheriff.
 - b. Flu vaccines for Curry County employees.
 - c. TB testing for Curry County employees.
 - d. Covid-19 Testing for Curry Employees
 - e. A Licensed Practical Nurse (LPN) onsite at the Curry County Adult Detention Center eighty-four (84) hours per week.
 - f. Quality Assurance Employee thirty-two (32) hours a week.

All “add-on” services offered must be priced separately, **not included in base proposal price.**

EVALUATION CRITERIA & POINTS

Responsive proposals will be evaluated by a committee and assigned points under each criterion specified below. There is a total of **100 points** possible.

1. Experience and Expertise	25 Points
2. Experience in the State and Unique Challenges	10 Points
3. Technical Approach	30 Points
4. Cost	30 Points
5. Alternate Components	5 Points
Maximum Evaluation Score	<u>100 Points</u>

A mandatory pre-proposal walkthrough is scheduled for April 15, 2026 at 2:00 PM. The meeting place is the Adult Detention Center at 901 Mitchell Street, Clovis, NM 88101. Mandatory “Notice to Owner of Intent to Propose” forms will be available on site.

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.

PROJECT CONTACT

Any questions regarding this Request for Proposal must be submitted by email to the Purchasing Agent listed below. The County will only consider questions submitting in writing by Offerors regarding the RFP, including requests for clarification to correct errors.

Melynda Crouch
Purchasing Agent
417 Gidding St, Suite 100
Clovis, NM 88101
Email: mcrouch@currycountynm.gov

Written questions/requests must be submitted no later than 5:00PM (Mountain Daylight Time) on May 15, 2026 and must include the requestors name, mailing address, email address, telephone and firm he/she represents

Sequence of Events

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

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	March 25, 2026
2.	Pre-proposal meeting mandatory	Curry County	April 15, 2026 at 2:00 PM
3.	Deadline to Submit Questions	Potential Offerors	May 15, 2026 at 5:00 PM
4.	Mandatory “Notice to Owner of Intent to Propose”	Potential Offerors	April 15, 2026 at 5:00 PM
5.	Last Response to Written Questions/RFP Amendments	Curry County	April 18, 2026 at 5:00 PM
6.	Submission of Proposal	Offeror	May 21, 2026 by 2:00pm
7.	Proposal Evaluation	Evaluation Committee	May 21, 2026 through May 28, 2026 (Tentative)

8.	Selection of Finalist(s)	County	May 28, 2026 (Tentative)
9.	Oral Presentation by Finalist (optional)	Offeror	June 1, 2026 to June 5, 2026 (Tentative)
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	May 29, 2026 through June 6, 2026 (Tentative)
11.	Approve Contract	County Commission	June 11, 2026 (Tentative)

TERM OF CONTRACT

The contract shall be awarded for a two (2) year period; January 1, 2027 to and through December 31, 2028 The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through December 31, 2030, or soliciting proposals for a new Offeror. The rate shall be negotiated at the end of the first two-year period if the County takes the option to renew. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

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 #3
2. Offeror’s Response Form – Page #37
3. Execution of Proposal Form – page #38
4. Offeror’s Reference Form – page #39
5. Offeror’s Certification and Non-Collusion Affidavit – page #41
6. Offerors Information Form – page #42
7. Copy of Business License – include with page
8. Completed W-9 – include with page
9. Options, Exceptions or Variations – Page #43
10. Resident/Veterans Preference Certification – page #44-45
11. Campaign Disclosure Form – pages #47-48
12. Proof of Insurance

CONTRACTUAL PROVISIONS

The following provisions will be included 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, NMSA 1978, § 13-1-28 through 13-1-199, 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.

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Finance Director/Chief Procurement Officer. The protest shall be delivered to the Finance Director and Purchasing Agent.

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 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. 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. 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 NMSA 1978, § 57-3A-1, 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 Purchasing Agent 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 indemnify 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 9th 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, specifications and Contractual Terms set forth in this RFP 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 NMSA 1978, § 13-1-28 through 199, 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 that 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 Offeror 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 two million dollars (\$2,000,000) single limit, and six million dollars (\$6,000,000) 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 suits, 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 thirty (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 thirty (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 thirty (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 one dollar (\$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.

In order to receive resident, resident veteran or Native American preferences, a copy of the Offeror's current Preference Certificate(s) must be included in the Proposal. For additional

information regarding obtaining State preferences please visit:
<https://www.tax.newmexico.gov/wp-content/uploads/2022/08/Resident-preferences.pdf>

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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 _____, 2024.

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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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. **All references must have a valid email address.**

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

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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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 #2025/26-07 Detainee 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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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.

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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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 #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one box only

Resident Veterans:

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 8% 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.

Native American

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Business/Veteran Business/Native American Certificate Number: _____

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, New Mexico Veteran’s Resident Business or Native American Certificate must be provided in order to receive preference.

I do not claim New Mexico Resident Business, New Mexico Veteran’s Resident Business or Native American preference on this bid.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

In order to receive resident, resident veteran or Native American preferences, a copy of the Offeror's current Preference Certificate(s) must be included in the Proposal. For additional information regarding obtaining State preferences please visit: <https://www.tax.newmexico.gov/wp-content/uploads/2022/08/Resident-preferences.pdf>

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2025/26-07 DETAINEE MEDICAL SERVICES
DUE DATE: May 21, 2026 at 2:00 P.M.

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: Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin, Kyle Cain, Anastasia Hogland, Sam Kelley, Ben McDaniel, Michael Brockett, Hollie Barnett.

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)