



SOCORRO COUNTY REQUEST FOR PROPOSAL NO. 2026-02-415

Detainee Healthcare Services

Socorro County Purchasing
198 Neel Ave
Socorro, NM 87801

Release Date: June 18, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Socorro, State of New Mexico, on behalf of the Socorro County Adult Detention Center (hereinafter SCDC), seeks sealed proposals from qualified companies that can do business in the State of New Mexico to provide comprehensive detainee healthcare services consistent with all applicable federal, state and local laws and requirements in the most cost effective manner possible.

B. INTRODUCTION/BACKGROUND

The Socorro County Detention Center serves as the primary holding and correctional hub for adult detainees within Socorro County and its surrounding municipal jurisdictions. Located at 1001 Grefco Road in Socorro, NM, the modern facility replaced a severely outdated, legacy downtown jail infrastructure that could no longer fulfill local law enforcement needs.

Designed by Studio Southwest Architects and built with specialized engineering oversight from Goldberg Architects (GGA), the current 21,000-square-foot pre-engineered facility maximizes operational flexibility and staff efficiency within tight budgetary and staffing boundaries.

Key structural and technical profiles of the facility include:

- **Capacity and Housing:** Built to accommodate up to 108 adult inmates.
- **Supervision Model:** Anchored by an advanced "super pod" design utilizing a central observation core. Six housing pods are monitored indirectly via central control, while two direct-supervision dormitories house trustee inmates to minimize staffing strain.
- **Security & Utility Envelope:** Employs modular steel cells and a rear service-chase layout, ensuring that plumbing and critical utilities remain fully secure and inaccessible from inmate living spaces.

The scope of work consists of providing a comprehensive detainee healthcare program to the SCDC that meets all federal, state and local requirements, as well as commonly accepted industry standards and expectations, in the most cost effective manner possible.

C. SCOPE OF PROCUREMENT

The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13- 1-150 NMSA 1978. This procurement will result in a single source award. Contract award is expected on or about August 18, 2026.

D. PROCUREMENT MANAGER

The County of Socorro has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Socorro.

Loralei Angel
Socorro County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 198 Neel Ave, Socorro NM 87801	<u>Mailing Address:</u> P.O. Box D, Socorro, NM 87031
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Phone : (575) 835-0589
Fax : (575)835-4629
E-mail : langel@co.socorro.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Loralei Angel's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means the County of Socorro, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Socorro that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Socorro Purchasing Office or the Socorro County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Socorro.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or

service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://www.nmonesource.com/nmnxtadmin/NMPublic.aspx>

- Socorro County Procurement Policy: 2021-37

<http://www.socorrocounty.net/departments/manager/policies-of-socorro-county>

- New Mexico Veterans/In-State Preference

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

- Socorro County Local Option Procurement Preference Ordinance: 2013-003

<http://www.socorrocounty.net/Public-Information/Ordinances>

- Socorro County Procurement Forms

<http://www.socorrocounty.net/departments/finance/purchasing/purchasing-ap-forms-1>

- Socorro County Bid Documents

<http://www.bidnetdirect.com//socorro-county>

(Bidders will need to register online with New Mexico Bid System to access all documents for this bid)

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	June 18, 2026
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	July 2, 2026
3. Site Visit and Pre-Proposal Conference	PM, PO, and SCDC Staff	July 7, 2026 @ 10:00 AM (Local Time)
4. Deadline to Submit Additional Questions	PO	July 14, 2026
5. Response to Written Questions/ RFP Amendments	PM	July 21, 2026
6. Submission of Proposal	Offerors	July 28, 2026 @ 1:45 pm
7. Proposal Evaluation	Evaluation Committee (EC)	July 29- July 30, 2026
8. Notification of Finalists (If desired)	EC	July 30, 2026
9. Oral Presentations (If requested)	Offerors	TBD
10. Beat & Final Offer (If requested)	Offerors	TBD
11. Contract Negotiations (If needed)	Tentative winner/County	TBD
12. Contract Award*	Purchasing Agent/BCC*	August 18, 2026
13. Protest Deadline	Offerors	August 31, 2026
Start of Performance		September 1, 2026

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Socorro County Purchasing Agent on behalf of the County of Socorro.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Site Visit and Pre-Proposal Conference

A site visit and subsequent Pre-Proposal Conference are scheduled for 10:00 A.M. on July 7, 2026, at the Socorro County Manager’s Office Conference Room, 198 Neel Ave Socorro, NM 87801. Potential Offerors are encouraged to submit written questions in advance to Loralei Angel above. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the site visit and Pre-Proposal Conference. Attendance at the site visit and Pre-Proposal Conference are not prerequisites for submission of a proposal but is highly recommended as questions will be answered.

The Pre-Proposal Conference is offered so that Offerors may become familiar with the facilities and any conditions that relate to the services to be provided in this RFP.

In order to grant access to the SCDC, those individuals attending the pre-proposal conference are required to provide the following information on or before: July 2, 2026.

- Attendee’s full name,
- Social security number,
- Date of birth, and
- Driver’s license number and state of issuance.

Persons present as attendees must be the same individuals noted on the written list and no changes or additions should be made. Attendees must present photo identification at each site. For security reasons, any person present for admission to a site visit that is not on the

written list will be denied access.

Departmental policy prohibits cell phones within the institution. Offerors will not be admitted with a cell phone. Also prohibited is the use of video or recording equipment. The Department will accept oral questions during the site visits and will make a reasonable effort to provide answers at that time. However, the County will only be bound by the written answers issued in an amendment. All other answers and discussions shall not be binding upon the County.

4. Deadline to submit written questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Socorro County's website, www.SocorroCounty.net via the Budget-Financing Bids and RFPs link. Notification of such posting shall be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 1:45 PM MDT TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Detainee Healthcare Services RFP", should reference "RFP #2026-02-415" and should indicate the deadline for receipt (due date and time.)

Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

13. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Socorro County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely offerors shall begin on the day following the notification of intent to award contract and will end at 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Socorro County Purchasing
Attn. Lorelei Angel, County Purchasing Agent
198 Neel Ave Socorro, New Mexico 87801

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Socorro County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix B). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Socorro County or any of its departments or other subdivisions

to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful offeror provision in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be

considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors

must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Socorro.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the *original and three [3] copies* of the original.) The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures. (An exception to this requirement is made for the “Campaign Contribution Disclosure Form”. See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

D. PROPOSAL ORGANIZATION

All proposals shall be typewritten and submitted in the format indicated in the above section.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

The required sequence and tab structure for each of the four (4) identical copies of the proposals is as follows:

- a. Letter of Transmittal Criteria V.E.1 (See Appendix B)
- b. Standards of Compliance V.E.2
 - Experience
 - Capability and Agreement to Perform Response
 - Insurance Certificate
 - Campaign Contribution Disclosure Form (See Appendix E)
 - Resident Preference Certificate from NM Tax & Rev
 - Resident Veteran Preference Certificate from NM Tax & Rev
 - Resident Veteran Income Certification Form
 - Property Tax Obligation Response

- Cost Response Form V.E.8 (See Appendix C)
- Response to Agency Terms and Conditions (if any)
- Offeror's Additional Terms and Conditions (if any)

c. Proposal Response to Criteria V.E.3 through V.E.7

Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

The Letter of Transmittal Form at Appendix B **must** be completed, signed and included with the offeror's proposal.

*Offerors may include other materials, in Binder #3, which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

E. SCHEDULE

Note, a schedule of proposed design activities with milestones will be required by the selected firm, but is not required for the proposal submittal.

F. BASIC SERVICES COMPENSATION

Basic services compensation and fee schedules for the firm who is selected to provide the proposed professional services shall be negotiated with the Socorro County.

G. RESIDENT BUSINESS PREFERENCE

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been

issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

H. RESIDENT VETERAN BUSINESS PREFERENCE

Effective July 1, 2012, certain preferences are available to Resident Veteran Revenue Certification (Please see Appendix D). In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

I. SOCORRO COUNTY PROCUREMENT PREFERENCE

Socorro County Ordinance No. 2013-003 provides for a Socorro County procurement preference for qualifying Socorro County businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have submitted a valid Socorro County Preference Certificate with their proposal, as required by Ordinance No. 2013-003.

In order for an Offeror to receive the Socorro County procurement preference, the Offeror must submit a copy of its valid Socorro County Preference Certificate with its proposal. The Preference Certificate must have been issued by the Socorro County Procurement Manager pursuant to Ordinance No. 2013-003. Providing only a preference number, a copy of an application, or other documentation in lieu of the actual Preference Certificate is not acceptable.

For purposes of this preference, a “Socorro County Business” means a business that has its primary and permanent office or business location, or primarily conducts its business, within the exterior boundaries of Socorro County for at least one-year preceding submission of an application for a Socorro County procurement preference, and which otherwise satisfies the eligibility requirements of Ordinance No. 2013-003.

For competitive sealed proposals, an offer submitted by a qualifying Socorro County Business shall be deemed to receive two percent of the overall total points awarded in connection with the evaluation of the proposals. The Socorro County procurement preference shall be applied in addition to any other preference required by law.

A Socorro County Business is eligible to claim the preference only when it presents, prior to or at the time established in the solicitation for receipt of proposals, a valid Socorro County Preference

Certificate issued by the Socorro County Procurement Manager. A Preference Certificate is valid for four years from the date of issuance, unless the business no longer meets the criteria required by Ordinance No. 2013-003.

This preference does not apply to procurements governed by federal acquisition regulations pursuant to a grant agreement or other applicable federal requirement.

IV. SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL PROGRAM REQUIREMENTS

Socorro County is releasing this request for proposal (RFP) in request for competitive proposals to provide high quality and professional comprehensive detainee medical, mental and ancillary health care programs and services to the county's detainee population. The awarded contractor shall provide healthcare and mental healthcare services as ordered by the Socorro County Detention Center. The average monthly population of the Socorro County Jail is 88 inmates.

Contractor shall assign a qualified account representative to the Socorro County Detention Center account to assist in ordering, handling service problems and providing timely information.

Scope of Work

- I. Provide professional medical, mental health, psychological, psychiatry, counseling/therapy, medication management, medication-assisted treatment ("MAT"), and related health care services to Socorro County Detention Center inmate patients, including RISE participant inmate patients, as assigned by the County and as clinically appropriate;
- II. Provide high-quality, efficient care and services to inmate patients consistent at all times with Provider's education, training, professional judgment, and experience, Federal and state legal requirements, applicable professional standards, and the policies, working rules, and procedures of the County;
- III. Provide twenty-four (24) hour per day on-call coverage for inmate patients, including urgent and emergent services when clinically required;
- IV. Be a participating provider in such third-party payor arrangements, including, without limitation, Medicare and Medicaid,
- V. Utilize and conform to the billing, collection and accounting systems and procedures of which require that Provider (i) execute such forms, including without limitation, assignments and reassignments, as may be required or others to facilitate the billing by the County for the medical services provided by Provider pursuant to this Agreement, it being acknowledged that such services may be billed under Provider's name and appropriate identification number(s) as determined by the County and permitted by law, (ii) not directly or indirectly bill any party for any service provided pursuant to this Agreement, including without limitation, Medicare

- beneficiaries, except with the express written consent of the County, and (iii) promptly remit to the County any amounts paid directly to Provider by any third party for any services rendered by Provider pursuant to this Agreement;
- VI. Prepare, document, and maintain at the Detention Center all case records, case histories, charts, electronic medical records, and other medical records and files relating to services rendered, and direct assigned County staff on the proper procedures for records;
 - VII. Prescribe, administer, and manage inmate medications, including medication management and MAT services when clinically appropriate, and direct assigned staff on the distribution of medications to inmates;
 - VIII. Perform all services required hereunder or otherwise assigned the County in accordance with all applicable County policies, procedures and clinical best practices, Federal and state laws and regulations (including, without limitation, applicable laws regarding confidentiality of health records and information), accreditation standards (including, without limitation, clinical standards of the Joint Commission on Accreditation of Healthcare Organizations), and standards of licensing entities and regulatory bodies, as well as in accordance with the skill and care ordinarily used by well-qualified providers practicing under similar circumstances;
 - IX. Report immediately to the County Manager any act or omission of Provider which (i) constitutes a breach of this agreement, (ii) causes a representation made hereof to cease to be true, (iii) could impact negatively upon Provider's license to practice in the State of New Mexico (or any other state), and/or (iv) could materially harm the professional reputation of Provider or the County, including, without limitation, any arrest or citation of Provider (excluding misdemeanor traffic citations), regardless of whether such arrest or citation results in conviction;
 - X. Provide basic medical training to detention staff as determined necessary for the implementation of this Agreement by the Provider;
 - XI. Provide assessments, evaluations, counseling/therapy, follow-up assessments, medication management, documenting, urgent/emergent services, quarterly meetings, and administrative services reasonably necessary to carry out the services described in this Agreement;
 - XII. Provide services on days and at times mutually determined by the County and Provider.
 - XIII. Use Provider's professional training and judgment in the treatment of inmate patients assigned to Provider, while complying with applicable federal and state laws, the County's working rules and regulations, and Detention Center security requirements; and,
 - XIV. Provider will cooperate with the County and its designated insurer in the defense of any claim involving provision of services by Provider.

Provider's Representations.

Provider represents and warrants to the County, upon execution of this Agreement and throughout the Term, as follows: (i) Provider's Members are duly licensed to practice as Certified Nurse Practitioners in the State of New Mexico and such licenses have not been denied, suspended, revoked, terminated, restricted, canceled, impaired, or voluntarily relinquished under threat of disciplinary action, nor is the

Provider or any Provider Member currently facing or aware of any investigation or disciplinary action in any jurisdiction; (ii) Provider Members have not been excluded, barred or sanctioned under, nor is any Provider member presently under investigation under, Medicare, Medicaid or any other government healthcare program and Provider's Members have not engaged in any conduct that would result in any Provider Member being excluded, barred or sanctioned under any government healthcare program; and (iii) no Provider Member has been convicted of any crime punishable as a felony, or any other crime arising as a direct result of Provider's member's performance of professional duties. Provider shall immediately notify the County if any Provider Member's license to practice is canceled, suspended, restricted, impaired, investigated, or otherwise subject to action by any licensing board.

2. PROGRAM OPERATIONAL REQUIREMENTS

Upon contract award, the successful proposer provide documentation supporting the following operational components.

Well defined written operational policies and procedures to include, at a minimum, those required by the NCCHC (excluding on-site Doctor consistent with the laws of New Mexico) ACA, and NMAC-ADPSC standards, industry best practices and in concert with Socorro County Detention Center policies and procedures for service delivery.

A comprehensive quarterly and annual quality assurance (QA) and statistical report will be forwarded to the Warden in accordance with NCCHC, ACA NMAC-ADPS and PREA standards. In addition, monthly and daily statistics will be required by site and in total.

Socorro County encourages interested bidders to provide additional information which may provide the county with additional insight into your operational plan which the county may find advantageous to the county.

3. HEALTH CARE ADMINISTRATIVE STAFFING REQUIREMENTS

The successful proposer is encouraged a minimum of the following administrative services and personnel: Please provide a detailed explanation, licensure, function and benefits for each position proposed and an explanation of how the proposed coverage matrix benefits Socorro County:

a. The successful provider will have a successful history, established a firm foundation and solid plan for the recruitment of locally based healthcare professionals which may include, but may not be limited to: Physician/Mid-Level Providers (Site Director), Mental Health Provider(s), Registered Nurse (RN)/Health Services Administrator (HSA), RNs, Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical Technicians (EMTs), Pharmacy technicians, Medical Clerks and or other qualified healthcare professionals

b. The provider shall deliver a minimum of 12 hours of medical services per week to include 6 medical hours and 6 mental health hours. A nurse practitioner who is dually licensed is preferred for this role. The detention center currently provides an on-site Health Services Administrator and Licensed Practical nurses to support operations.

The successful proposer will provide and describe the licensure qualifications and the function of the provider's leadership team who will be assigned authority to oversee the contract management aspects of the program services and any other employees who will be considered.

Training and Educational in-service programing. Please provide and describe a plan for your company's initial and ongoing educational and training and in-service programing.

4. AVAILABILITY

The successful provider will provide 7:00 am to 7:00 pm, 7 days per week coverage utilizing qualified Mental Health Professionals, RNs, LPNs and /or Emergency medical technicians.

5. POST REGULATIONS

- a. Written job descriptions and post orders defining the duties and responsibilities for all assignments must be posted. Copies of staffing schedules encompassing all health care staff are to be posted in designated area and submitted to the Warden or his designee.
- b. The Contractor's HSA or appointed duty supervisor shall be responsible to verify actual shift coverage. A copy of the shift coverage shall be submitted weekly by the HSA to the Warden.
- c. What type of relief factor will be utilized to reduce the utilization of agency due to call-ins, training and vacations.
- d. **Any Post left vacant in whole or in part of any shift will result in a credit to the SCDC based on salary plus benefits of the position assigned to that post and for the hours the post is vacant. Use the relief factor deemed suitable in your organization to insure one hundred percent coverage as per the final negotiated staffing model agreed to by SCDC and Contractor. Additionally, any unfilled shift staffing position not provided shall be a credit to SCDC on the next monthly billing.**

6. PATIENT CARE AND SCHEDULING

The RN's main objective is for detainees/patients to receive quality and professional medical, mental and ancillary health care programs and services in a timely fashion. The successful proposer shall be responsible for providing quality care for all persons scheduled to receive care on time as scheduled by proposer.

It will be the responsibility of the successful proposer to provide the level of staffing necessary to assure that those persons scheduled to be seen in sick call and all other clinics will be seen the day they are scheduled, regardless of other emergencies, unless the emergencies are of extraordinary nature.

The successful proposer will further describe their service goals and performance measures for each program to be offered. NCCHC, ACA and NMAC-ADPSC standards must be followed as they relate to the scheduling of patient care.

7. EMPLOYEE BACKGROUND CHECKS AND INSURANCE

Within seven (7) days after award, the successful proposer shall provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to Warden's office approval for employment, an applicant screening shall be conducted, coordinated with the Wardens designee, to include fingerprints and background check. Applicable licenses and/or certificates for all professional staff must be on file with the SCDC prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

The Warden may prohibit entry to the facility, or remove them from, a contract employee who does not perform his/her duties in a professional manner. Shift Commander (Captain or higher authority) reserves the right to search any person, property or article entering or leaving its facilities.

8. ORIENTATION AND SECURITY TRAINING

All employees of the successful proposer will be required to attend Employee Orientation and any and all In-Service training as required by the Training Coordinator (SCDC or Proposer) for its employees. These sessions will be provided tuition free to the successful proposer. Offeror should describe, in narrative form, their interaction with security staff personnel and what preparatory steps are taken to ensure the success of this interaction, especially during sudden, stressful or unexpected events. Offeror should include a description of joint training planned to address such areas as post-traumatic stress disorder, first-aid & CPR, mental health, substance abuse, re-entry, stress in the workplace, etc. *****(The training issue here needs to be clarified) *****

9. QUALITY ASSURANCE AND CONTROL

The selected proposer's quality assurance and control program will be on-going consisting of regularly scheduled audits of detainee health care services with documentation of deficiencies and plans for correction of deficiencies. The successful proposer shall ensure that the quality assurance program and contract monitoring (peer review) are reviewed on annual basis by an "outside" correctional health care consultant, the results of which shall be made available to the Warden or his designee.

The successful proposer will identify a Medical HSA. The Medical HSA will be responsible for meeting with all detainees who are requesting to file a medical grievance report within five (5) days of the inmate's initial request. The HSA will attempt to resolve the issue(s) presented by the detainee and will document what steps to resolution were completed. If the issue(s) cannot be resolved in this manner and the detainee files a medical grievance, the administration shall have ten (10) calendar days to respond. Copies of all medical grievance requests, reports and resolutions shall be provided to the facility designated officer. All grievances will be reviewed as part of the continuous Quality Assurance Program. Proposals must detail the Medical Grievance process beyond these minimum requirements

10. INTAKE MEDICAL SCREENING

Based on structured inquiry and observation performed by qualified health care personnel, a medical

screening will be conducted and documented for every detainee arriving at the facility twenty-four (24) hours a day, seven (7) days a week. Detainees must be medically cleared through this process before they are sent to general and/or designated housing.

Unconscious persons or a person who appears to be seriously injured must be referred immediately for emergency medical attention. Their admission or return to the jail is predicated upon written medical clearance from a hospital.

In the event housing is required for geriatric or handicapped detainees, the SCDC will be responsible for making necessary arrangements with other facilities to accommodate housing requirements.

SCDC will be responsible for collecting DNA samples for detainees that commit a felony.

Drug and Alcohol screenings and testing as required by the successful proposer.

11. HEALTH ASSESSMENT

The Warden requires a health assessment is completed on detainees no later than fourteen (14) days following their arrival/booking.

Detainees detained for longer than six (6) months will be provided with a health assessment bi-annually.

12. PHARMACY SERVICES

Pharmacy and emergency pharmacy service, consistent with State and Federal Laws, FMJ Standards and/or regulations, monitored by a licensed, qualified pharmacist must be maintained. Prescribed medications must be available within eight (8) hours of the order of issue being written. Medications must be blister packaged for easy storage in the medication carts except for psychotropic medications which are to be dispensed in liquid form if so manufactured. Any medication delivery delays noted by the Medical Director could result in a written request to change pharmacy providers. All females will be tested for pregnancy prior to receiving any medications.

Dispensing of medications will be recorded to provide documentation that detainees are receiving and ingesting their prescribed medications. The facility has a “crush, open or pour” policy. Documentation will also be required when an inmate's ordered medication was not administered. The chart will indicate why, and if the detainee refused, what reason was given.

13. MEDICAL SPECIALIST ON-SITE SERVICES

Diagnosis and treatment requiring the following specialization services must be sufficient to provide for emergency care and as medically required for detainees at SCDC. Care is to be provided on-site and within a reasonable amount of time.

- a. Dentistry (Pain management and treatment for infections)
- b. Radiology – XRAY (portable machines)

- c. Lab tests, EKG or other testing.
- d. HIV
- e. STD Testing
- f. Vaccinations for high-risk detainees
- g. TB Screening
- h. Rx Detainee Release

Off-site visits for specialist appointments should be managed and must be approved by the HSA/Director of Nursing with the SCDC Transport Supervisor. SCDC shall be responsible for all ambulance emergency and non-emergent or routine transportation costs to the hospital and/or out of facility referrals.

For detainees that are transferred to another correctional facility the Contractor shall provide seven (7) days' worth of prescribed medications only. For detainees that are released to the street, the Contractor is required to provide the detainee a 30-day Rx prior to being released.

14. TELEMEDICINE

Describe your company's philosophy, history of, current experience with, and plans to incorporate the use of telemedicine as part of patient care in the Socorro County Detention Center.

15. MENTAL HEALTH PROGRAMS

High quality, professional and detention focused Mental/Behavioral Health care programs and services is a critical component to Socorro County Mental/Behavioral programs and services will be developed by the successful proposer for the referral, evaluation and treatment of Socorro County detainees. The program will include but not be limited to the following:

All detainees referred for mental health evaluation will receive a comprehensive diagnostic examination including a psycho-social history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.

When isolated for psychiatric purposes, detainees shall be examined by a Licensed Mental Health Professional or designee within twenty-four (24) hours after initial confinement. Psychiatric evaluation must support confinement of detainees based on risk of physical danger to self or others. A Licensed Mental Health Professional or designee will be responsible to determine and document in the medical record when a detainee should be returned to the general population.

All detainees on direct or psychiatric observation will be seen daily by the RN/HSA or designee.

Psychotropic medication will be used when appropriate and will be dispensed only in liquid form when so manufactured. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All persons currently taking psychotropic medication upon arrival in booking will be seen by the psychiatrist, physician or nurse practitioner within 72 hours. A medical evaluation and routine lab work should be performed on those persons who require Restrictive Housing (RHU) and psychotropic medications.

The successful Provider shall provide a medical detoxification program for drug and/or alcohol addicted detainees, which program shall be administered on-site and only on Detention Facilities property. These services will be provided by medical and mental health professionals and should include monitoring for withdrawal.

Treatment plans will be developed for all mental health referrals to include case findings, follow up referrals, liaison work and post release planning.

16. CLOSE OBSERVATION AND CONFINEMENT

Housing guidelines will be provided for detainees requiring close observation and/or Restrictive Housing Unit (RHU) confinement for administrative reasons. All detainees assigned this classification, from the general population whether for chronic or convalescent care, psychiatric care or observation or for non-medical reasons must be seen by a medical professional a minimum of three (3) times per week. The successful proposer will describe their method of monitoring and handling the care of detainees under close observation and confinement.

Persons presented to central booking while under the influence of alcohol or drugs must be evaluated for potential withdrawal symptoms by a medical professional. If determined by the medical authority that the person is at risk of experiencing withdrawal symptoms, said person will be housed in the (RHU) where they will receive medical observation and when indicated, protocols for detoxification.

17. HOSPITALIZATION AND OFF-SITE SERVICES

SCDC shall be responsible for all associated costs for off-site services. Detainees returning from hospitalization or off-site appointments are to be assessed upon their return by medical personnel. The assessment must be documented in the detainee medical record.

18. DENTAL SERVICES

Socorro County utilizes a structured, hybrid care delivery model for comprehensive dental services. Direct specialized dental care—including diagnostic evaluations, routine cleanings, extractions, restorative procedures, and definitive oral surgeries—is fully outsourced to an external, licensed third-party dental provider network.

To ensure continuous patient welfare and prevent clinical decompression, the vendor's active, on-site medical staff are strictly required to manage and stabilize acute oral healthcare presentations until third-party dental services are rendered. On-site medical staff must provide the following interim clinical interventions:

- **Pain Management:** Immediate assessment of oral pain and the administration of appropriate analgesic protocols in accordance with established clinical guidelines and facility formulary controls.
- **Infection Control:** Prompt diagnosis of oral abscesses, advanced caries, periodontal infections, or facial swelling, followed by the immediate initiation of localized or systemic empiric antibiotic therapies.

19. PREGNANCY PROGRAM

The successful proposer shall define and provide detail of your Obstetrics/Gynecology (OBGYN) program and how you propose to provide these services in Socorro County.

20. MEDICAL CLEARANCE FOR DETAINEEWORKERS

Medical examinations (to include TB testing) for all detainee workers and trustees assigned to work in food services or programs outside the Socorro County Detention Center must be completed prior to placement in the assignment. Detainee worker medical clearances must include general examination of overall physical and mental health with specific reference to evidence or testing for communicable diseases.

21. ELECTRONIC MEDICAL RECORDS (EMR)

An electronic medical record (Safire) will be used at the SCDC. The successful Provider will preferably utilize, pay, maintain and upgrade the existing Safire system (when upgrades become available) and manage this or their system going forward. Should the successful proposer cease providing healthcare services to the SCDC for any reason, the SCDC may continue to utilize the EMR system with no additional financial obligation by the successful proposer and under the terms and conditions agreed upon between the SCDC and the EMR provider.

Individual health care records will be initiated and maintained for every detainee regarding medical, dental or mental health services as a result of the detainee screening process, health appraisal, medical clearance, sick calls, hospitalizations or any service as provided to the detainee during their detention period. The health record will not be combined with the custody record. Confidentiality of medical records will be assured. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

Medical summaries or certifications must be produced to accompany detainees for inter-agency transfers.

Medical data necessary for the classification, security and control of detainees will be provided to the appropriate Warden or designee personnel. Medical records will be made available to the Warden Designee when required to defend any caused action by any detainee against the Warden Designee. Information concerning any court or legal documents affecting detainees and the successful proposer must be provided, in writing, to the Warden or his designee prior to the close of the shift of service/receipt.

While paper records are still in use, inactive medical records are scanned and filed electronically by Offeror in accordance with State standards. The successful proposer will be granted access to those files for medical history reference. The successful proposer must determine if a detainee has been previously incarcerated in Socorro County Detention Center facility. If so, the detainees' previous medical record will be accessed and the "problem list" from all prior incarcerations must be printed and placed in the

current medical record.

While paper records are still in use, if an inmate's medical record is lost or misplaced and cannot be located within eight (8) hours of the discovered loss, the successful proposer's HSA/Director of Nursing and the Warden or designee shall be verbally notified and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined into one.

Socorro County shall be the owner of all detainee medical records. The successful proposer shall ensure that detainee health information is available to meet the needs of continued patient care and legal requirements.

22. DISASTER PLAN ROLES

The successful proposer shall agree, in times of emergency, whether accidental, natural or caused by man, to provide medical assistance to the SCDC to the extent or degree required by SCDC policy and procedure.

23. STATISTICAL REPORTING AND SCHEDULED REVIEWS

a. All reports should be provided to the Warden or designee. Narrative reports shall be submitted on the fifth (5th) calendar day of each month with data reflecting the previous month's workload to include:

1. Detainees' requests for various services
2. Detainees seen at sick call
3. Detainees seen by physician
4. Detainees seen by dentist
5. Detainees seen by psychiatrist
6. Detainees seen by psychologist
7. Detainees placed on Medical Watches patient days, average length of stay
8. Mental Health admissions
9. Off-site hospital admissions
10. Medical specialty consultation referrals
11. Intake medical screening
12. History and physical assessments
13. Psychiatric evaluations
14. Diagnostic studies
15. Report of third-party reimbursement, pursuit and recovery
16. Percentage of detainee population dispensed medication
17. Detainees testing positive for venereal disease
18. Detainees testing positive for AIDS or AIDS Antibodies
19. Detainees testing positive for TB
20. Detainee mortality
21. Number of hours worked by entire medical staff, specifying each post or shift
22. Other data deemed appropriate by the Warden or designee.

b. Offsite activity/cost report by the 20th of each month. Socorro County is requiring all offsite cost

reports outlining offsite utilization, factors that led to the transport for any and all outpatient, Emergency Room (ER)/hospital clinical service and/or specialty service visits.

1. Transfers to off-site hospital emergency departments
2. Communicable disease reporting
3. Suicide data (i.e., attempts and precautions taken)
4. Report of status of detainees in local hospitals and infirmaries
5. Staffing rosters
6. Submit completed medical incident report copies
7. Submit completed medical grievance report copies
8. A list of lost medical files
9. Intake screenings performed
10. Health Appraisal status report

c. Documented staff meetings will be held on a regularly scheduled basis between health care administrative staff and the Warden or designee to evaluate statistics, cost of services, program needs, problems and coordination between custody and medical personnel.

d. A written manual of standardized policies and defined procedures approved by the health care authority and the SCDC must be reviewed at least annually and revised as necessary.

24. CONTINUITY OF SERVICE TRANSITION PLAN

Socorro County Detention Center requires complete coordination between the incoming and outgoing contractors to facilitate a smooth transition and prevent any service interruption if such is the result of this RFP. Describe in detail how your company will transition between providers. If the transition includes retaining employees from the current provider describe how benefits and accrued leave are to be treated.

25. OTHER MISCELLANEOUS REQUIREMENTS

- a. Health Care staff shall be responsible for all housekeeping duties in the infirmary with the exception of cleaning the floors, bath rooms, showers and vents.
- b. Detainees will not be allowed to provide any health care services, including record keeping.
- c. All outside medical consultations/treatment shall be coordinated in advance with the SCDC Transport Supervisor.
- d. The successful proposer shall be responsible for the disposal of all medical, contaminated or hazardous waste and associated cost. This material must be removed from within the facility to a secured area and disposed of in accordance with all Federal, State and local laws.
- e. The successful proposer shall make arrangements for body cavity searches to be conducted off site by medical personnel other than those who currently provide care to detainees in the custody of SCDC, in accordance with NCCHC, ACA and NMAC-ADPS Standards.
- f. Health Care staff shall respond to acute medical and emergency needs of Socorro County Detention Center on duty staff and visitors. Services provided must be documented.

26. ADDITIONAL FINANCIAL RESPONSIBILITY

In addition to the expenses associated with providing all the aforementioned programs the successful proposer will also be responsible for all costs related to but not limited to the following:

- Medical supplies
- Office equipment and supplies
- Consumables
- OTC Products (i.e. Ibuprofen)

Invoices for services shall be submitted monthly by the fifth (5th) day of the following month. Invoices shall be billed showing the following monthly costs breakdown:

- Medical Services Personnel
- Off-Site Services
- On-Site Services
- Pharmacy Services
- Non-Medical Services
- NMGRT
- Total Invoice Cost

27. EQUIPMENT AND OFFICE FURNITURE (List of Equipment provided by SC)

The Socorro County Detention Center owns the existing clinic equipment. In the event that additional equipment with a value of \$2,500 or more is required during the term of the contact, a written description of the equipment and justification for its purchase must be forwarded to the Warden.

Equipment maintenance, service plans, inspections, calibrations and certifications as required will be the responsibility of the successful proposer. Copies of reports of these activities will be provided to the Warden or designee. Repair costs less than \$2,500 will be the responsibility of the successful proposer. Repairs exceeding \$2,500 will be reviewed and approved by the Warden prior to commitment to the repair unless it is an emergency.

If any proposal includes additional equipment needs to satisfy the proposed service plan, include the cost of that equipment separately from the basic specifications. Justification for the equipment must be included.

SCDC will provide a reasonable amount of office furniture to include desks, chairs, and filing cabinets for successful proposer. Any additional furniture requirements and the justification for it should be presented during contract negotiations.

28. AVERAGE MONTHLY POPULATION STATISTICS

The successful proposer will provide comprehensive detainee health care services and medical personnel and other program staff to carry out the services described in this proposal at a base price per year for a four (4) year period. To assist with the determination of proposed contract price, the average monthly

population history and projections are listed below:

Year	Average Daily Population	Average Length of Stay (days)
2024	Male: 58 Female: 25	25
2025	Male: 60 Female: 33	54

V. SUBMITTAL REQUIREMENTS/EVALUATION

EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
V.E.1	Letter of Transmittal Form	0*
V.E.2	Standards Compliance Insurance Capability and Agreement to Perform Property Tax Obligations Campaign Contribution Disclosure Form Resident Veteran Preference Certification Form	0*
V.E.3	Experience and Past Performance	200
V.E.4	Program Personnel & Staffing Plan	500
V.E.5	Mental Health Program	400
V.E.6	Medical Program Components	300
V.E.7	Medical Records, Statistical Data Collection and Reporting	100
V.E.8	Detainee Healthcare Pricing	500
TOTAL		2,000

*Pass/Fail only.

B. EVALUATION PROCESS

1. Initial Review: All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.
2. Clarifications: The County Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. Other Information Sources: The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Resident Preferences: 13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference (see Sections V.D, V.E and Appendix D).
5. Scoring and Contract Award Recommendation: Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

C. SELECTION PROCESS

On the basis of the evaluation criteria established in this RFP, the Selection Advisory Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Advisory Committee for clarification, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

The final selection shall be awarded to the responsible offeror whose Proposal represents the best value and is in the County's best interest.

D. MANDATORY REQUIREMENTS

Each mandatory requirement in sections V.E.1 & V.E.2, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offerors proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

E. EVALUATION CRITERIA

A maximum total of 2000 points are possible. A brief explanation of each evaluation criteria and the

corresponding point values for each is listed below. Proposals should reflect the firm’s abilities to provide adult detainee healthcare services. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used for the purposes of ranking by the Selection Advisory Committee for the proposal and the corresponding point values for each criteria are as follows:

Points will be awarded based on the evaluation factors found in V.E.3 through V.E.8, shown below:

V.E.1. Letter of Transmittal

0 Points – Pass/Fail Only

Proposals must be accompanied by a Submittal Letter Transmittal Form (Appendix D) signed and dated by an individual authorized to contractually bind the firm. The letter shall contain the following information:

- A. Identifies the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
- B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations;
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. By signing the form, the Offeror is explicitly indicating the following:
 - 1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 - 2. A commitment to comply and act in accordance with the following Federal Executive Orders relating to the enforcement of civil rights; New Mexico State Statutes and County of Socorro Ordinances regarding enforcement of civil rights; Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
 - 3. A commitment to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
 - 4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

V.E.2. Standards Compliance

0 POINTS – PASS/FAIL ONLY

Note, a statement of concurrence is required for the following:

- Corporate Team must have a minimum of five (5) years of experience providing comprehensive detainee medical, mental and ancillary health care programs and services in New Mexico.”
- Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified within this RFP.
- Insurance. Upon contract award, the successful provider must provide proof of insurance as follows: Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate Errors

and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

Medical malpractice covering professional staff - \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate annually.

A certificate of insurance is required with the above limits of insurance with your return proposal.

Campaign Contribution Disclosure Form - In accordance with §13-1-191.1, NMSA pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body, Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Socorro are BOCC Chair Joe Gonzales; Commissioners Daniel Monette, Craig Secatero, John Aguilar, and Phillip Montoya; Assessor Julie Griego; Clerk Michelle Paz; Probate Judge Gilbert Peralta; Sheriff Lee Armijo and Treasurer Gail Tripp. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

- F. Resident Veteran Preference Revenue Certification (See Appendix D if applicable)
- G. Property Tax Obligations. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration

Section V.E.3- Experience and Past Performance (Weight 200)

- Experience (years in business, mission statement and organizational chart).
- Provide a minimum of three (3) references of current customers to consist of:

Name of Institution/Client
Location/Address
Contract Start Date
Contract Extension(s)
Annual Contract Cost by Year
Detainee Housing Capacity

Contact Person Name & Title
Telephone Number
Email Address

Contract Start Date
Annual Contract Cost

Describe the work performed; detail your firm's responsibilities similar to the requirements of this RFP.

- List of previously held contracts that have since expired within the past five (5) years. Include a discussion of your team's role and responsibilities for previously held contracts. Include the size of the detainee population and any unique circumstances or challenges that existed. Include the value at startup, annual costs by year and term of the contract. Indicate the basis for the termination (competition, termination for convenience etc.)
- Identify if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

Section V.E.4 - Program Personnel & Staffing Plan (Weight 500)

- Your proposal should include a one (1) month staffing schedule for physicians and/or mid-level providers that will insure all detainees receive appropriate medical care in a timely manner.
- Include a description of administrative staff, non-medical health care staff and administrative (support staff) job positions, title, description of job duties, qualifications, decision making authority, education, reporting structure, licensing requirements for each. For positions filled by the Contractor, describe or include a discussion if personnel proposed have prior adult detention center experience. Where applicable, include a discussion of the individual's previous detention center experience and their role or responsibility.
- Describe hiring practices and methods of recruitment and retention, background checks and licensing.
- Describe what methods will be utilized for recruitment for key position and what resources will be provided by the Corporate Office for providing temporary personnel until the position is filled.
- Indicate the percentage of staff hired through a staffing agency and which agencies are utilized.
- Provide a five (5) year history of your firm's employee turnover ratio by position or job classification.
- Describe your company's initial and ongoing educational and training programs (orientation, preceptor program, employee training, team development programs and performance and annual employee evaluation)
- Offeror should describe their interaction with security staff personnel and what preparatory steps are taken to insure the success of this interaction, especially during sudden, stressful or unexpected events. Offeror should include a description of joint training planned to address such areas as post-traumatic stress disorder, first-aid & CPR, mental health, substance abuse, re-entry, stress in the workplace, etc.
- The successful offeror will further describe their service goals and performance measures for each program to be offered. NCCHC, ACA and NMAC-ADPSC standards must be followed as they relate to scheduling of patient care.

- The successful offeror shall include in their response the maximum number of appointments that will be reserved for each clinic daily.

Section V.E.5 - Mental Health Programs (Weight 400)

- Provide personnel – titles and staffing schedules
- Describe housing, observation levels with precautions of psychiatric detainees.
- Handling of referrals, evaluations and assessments.
- Use and monitoring of psychotropic drugs.
- Use and monitoring of the need for Restrictive Housing Unit (RHU)
- Substance Abuse programs and treatments.
- Case plans, referrals, post release planning.

Section V.E.6 - Medical Program Components (Weight 400)

1. Describe in detail your procedures for each of the following program components. Include the documentation procedures to be used by staff for the following procedures:

- Initial Intake Screening
- 14-day Health Appraisal
- Patient Care Scheduling, Sick call and Triage
- Close observation & Confinement
- Pregnancy
- Medical Clearance
- Dental Services
- HIV
- STD Testing
- TB Screening
- Vaccinations for High Risk Detainees

2. Describe any partnerships that the Offeror might have with local outside medical providers. Include any partnership agreements that might be in place and describe how SCDC may participate with the local partnerships.

Section V.E.7 – Detainee Healthcare Pricing Schedule

(Weight 500)

See Appendix

.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

Detainee Healthcare Services

Socorro County RFP #2026-02-415

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than July 2, 2026.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Loralei Angel
Socorro County Purchasing
198 Neel Avenue /PO Box I
Socorro NM 87801
Phone: (575) 835-0589
Fax: (575) 835-4629
E-mail: langel@co.Socorro.nm.us

**APPENDIX B
LETTER OF TRANSMITTAL FORM**

Items #1 to 4 **MUST** EACH BE RESPONDED TO. Failure to respond to all four items **WILL** RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of Socorro County that have a financial interest in the Bidder (one of the two **must** be selected):

No Financial Interest Yes, Financial Interest*

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1. and agree to the Terms and Conditions of the Contract provided in Appendix H.
- I acknowledge receipt of any and all amendments to this ITB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this ITB.

_____, 2026

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

APPENDIX C CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 either 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.

"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. "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS: _____

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)

APPENDIX D
RESIDENT VETERANS' PREFERENCE CERTIFICATION

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

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

APPENDIX E

**COST RESPONSE FORM
RFP #2026-02-415
SOCORRO COUNTY
DETAINEE HEALTHCARE SERVICES**

OFFEROR NAME: _____

Section V-E-8 – Detainee Healthcare Pricing Schedule (Weight 500)

Offerors are required to provide their proposed pricing for each of the respective terms as outlined below. The pricing for the base period of performance and option years should be calculated on a detainee population of 75 to 108 (approximately 10 - 15% Female) for each of the respective periods. Increased detainee population exceeding the 108 shall be subject to negotiations between the SCDC and the Contractor.

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{This Offeror's Total Proposed Cost}} \times \text{Maximum Points}$$

• **Base Period of Performance**

September 1, 2026 thru September 2027 \$ _____

September 1, 2027 thru September 2028 \$ _____ or ____% Escalation

• **Option 1**

September 1, 2028 thru September 2029 \$ _____ or ____% Escalation

September 1, 2029 thru September 2030 \$ _____ or ____% Escalation

PARTNERSHIP

Partnerships with Medical Providers that reduce off-site medical costs should be provided in this section. Include named provider and discount for medical services. Include a discussion of SCDC’s ability to be a named party to participate with the partnership.

OTHER DISCOUNTS - Offerors should provide any additional discounts that may apply and a description of when the discount.

NM GROSS RECEIPTS TAX SHALL BE CALCULATED SEPARATELY FROM THE ANNUAL COSTS SHOWN ABOVE.

APPENDIX F



Professional Services Agreement

SOCORRO COUNTY

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Socorro County, State of New Mexico, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Socorro County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work and Representations

Scope of Work

- I. Provide professional medical, mental health, psychological, psychiatry, counseling/therapy, medication management, medication-assisted treatment ("MAT"), and related health care services to Socorro County Detention Center inmate patients, including RISE participant inmate patients, as assigned by the County and as clinically appropriate;
- II. Provide high-quality, efficient care and services to inmate patients consistent at all times with Provider's education, training, professional judgment, and experience, Federal and state legal requirements, applicable professional standards, and the policies, working rules, and procedures of the County;
- III. Provide twenty-four (24) hour per day on-call coverage for inmate patients, including urgent and emergent services when clinically required;
- IV. Be a participating provider in such third-party payor arrangements, including, without limitation, Medicare and Medicaid,
- V. Utilize and conform to the billing, collection and accounting systems and procedures of which require that Provider (i) execute such forms, including without limitation, assignments and reassignments, as may be required or others to facilitate the billing by the County for the medical services provided by Provider pursuant to this Agreement, it being acknowledged that such services may be billed under Provider's name and appropriate identification number(s) as determined by the County and permitted by law, (ii) not directly or indirectly bill any party for any service provided pursuant to this Agreement,

including without limitation, Medicare beneficiaries, except with the express written consent of the County, and (iii) promptly remit to the County any amounts paid directly to Provider by any third party for any services rendered by Provider pursuant to this Agreement;

- VI. Prepare, document, and maintain at the Detention Center all case records, case histories, charts, electronic medical records, and other medical records and files relating to services rendered, and direct assigned County staff on the proper procedures for records;
- VII. Prescribe, administer, and manage inmate medications, including medication management and MAT services when clinically appropriate, and direct assigned staff on the distribution of medications to inmates;
- VIII. Perform all services required hereunder or otherwise assigned the County in accordance with all applicable County policies, procedures and clinical best practices, Federal and state laws and regulations (including, without limitation, applicable laws regarding confidentiality of health records and information), accreditation standards (including, without limitation, clinical standards of the Joint Commission on Accreditation of Healthcare Organizations), and standards of licensing entities and regulatory bodies, as well as in accordance with the skill and care ordinarily used by well-qualified providers practicing under similar circumstances;
- IX. Report immediately to the County Manager any act or omission of Provider which (i) constitutes a breach of this agreement, (ii) causes a representation made hereof to cease to be true, (iii) could impact negatively upon Provider's license to practice in the State of New Mexico (or any other state), and/or (iv) could materially harm the professional reputation of Provider or the County, including, without limitation, any arrest or citation of Provider (excluding misdemeanor traffic citations), regardless of whether such arrest or citation results in conviction;
- X. Provide basic medical training to detention staff as determined necessary for the implementation of this Agreement by the Provider;
- XI. Provide assessments, evaluations, counseling/therapy, follow-up assessments, medication management, documenting, urgent/emergent services, quarterly meetings, and administrative services reasonably necessary to carry out the services described in this Agreement;
- XII. Provide services on days and at times mutually determined by the County and Provider.
- XIII. Use Provider's professional training and judgment in the treatment of inmate patients assigned to Provider, while complying with applicable federal and state laws, the County's working rules and regulations, and Detention Center security requirements; and,
- XIV. Provider will cooperate with the County and its designated insurer in the defense of any claim involving provision of services by Provider.

Provider's Representations.

Provider represents and warrants to the County, upon execution of this Agreement and throughout the Term, as follows: (i) Provider's Members are duly licensed to practice as Certified Nurse Practitioners in the State of New Mexico and such licenses have not been denied, suspended, revoked, terminated, restricted, canceled, impaired, or voluntarily relinquished under threat of disciplinary action, nor is the Provider or any Provider Member currently facing or aware of any investigation or disciplinary action in any jurisdiction; (ii) Provider Members have not been excluded, barred or sanctioned under, nor is any Provider member presently under investigation under, Medicare, Medicaid or any other government healthcare program and Provider's Members

have not engaged in any conduct that would result in any Provider Member being excluded, barred or sanctioned under any government healthcare program; and (iii) no Provider Member has been convicted of any crime punishable as a felony, or any other crime arising as a direct result of Provider's member's performance of professional duties. Provider shall immediately notify the County if any Provider Member's license to practice is canceled, suspended, restricted, impaired, investigated, or otherwise subject to action by any licensing board.

2. Compensation

- A. The County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \$ _____ per month plus applicable gross receipts tax, subject to the total compensation limit stated below.
- B. The County shall provide Provider with such space, equipment, furnishings and supplies as are determined by the County, in conjunction with Provider, to be reasonably necessary for Provider to render professional health care and mental health care services to inmate patients; and shall Provide adequate personnel to assist in security, support, reception, telephone answering, patient scheduling, billing, record filing and medication distribution and collection;
- C. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing. No charges shall be billed to the County for any of the following services or items unless prior-authorized by Socorro County: i. Secretarial, word processing, proofreading, filing, office machine attendants, file organization or other clerical services; ii. Photocopy expenses at more than 10 cents per page; iii. Computer time; iv. Local telephone expenses; v. Charges related to computer usage, online or Internet related investigation or research; vi. Local faxes (incoming or outgoing); vii. Audit Letters; and viii. Any other expense properly chargeable to overhead or as a capital expense.
- D. The Independent Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, if any, the time expended in rendering such service and the date such service was rendered. The Independent Contractor shall submit these records along with its billings to the County two times per month. The records shall be subject to inspection by the County. The County has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this Agreement does not foreclose the County's right to recover excessive or illegal payments.
- E. Payments shall be made to the Contractor two-times per month.
- F. The County's fiscal year begins July 1 and ends June 30 of each calendar year. The County may only make payment for services rendered or costs encumbered during a fiscal year. Billings for services performed or costs incurred prior to the close of a fiscal year must be submitted within ample time to allow for payment within that fiscal year.

3. Term.

The term of this Agreement shall be for one (1) year from the date of approval by the Purchasing Agent and the Socorro County Board of County Commissioners. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), this Agreement shall automatically renew, on an annual basis, for up to three (3) additional years. Under no circumstances shall the term of this Agreement, including all extensions and renewals thereto, exceed four (4) years.

4. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination Management

Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County and 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement.

5. Status of Contractor.

The Contractor and her agents and employees are independent contractors performing professional services for the County and are not employees of Socorro County. The Contractor and her agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of Socorro County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by her for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

8. Records and Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

9. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a

release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of Socorro and then only within the strict limits of that authority.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Socorro and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties.

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

15. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and 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 Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, 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 this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District Court in Socorro County.

17. Indemnification.

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and

hold harmless the County and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

18. Liability.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy and with minimum coverage in an amount not less than the then current limits established by the New Mexico Tort Claims Act and the New Mexico Civil Rights Act. The Contractor must additionally supply Socorro County a declarations page reflecting the requisite level of coverage and naming Socorro County and the as additional insureds.

19. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the County to the Contractor. The County's determination as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

20. Conflict of Interest.

The Contractor warrants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.

21. Independent Contractor's Taxes.

A. Neither Federal nor State taxes shall be withheld or paid by the County on behalf of the Contractor or the Contractor's employees or agents. The Contractor shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to the Contractor by the County for services rendered to the County.

B. The Contractor shall pay Gross Receipts Taxes (GRT) to the State of New Mexico on all services rendered. Contractor provides the County proof of filing GRT upon request.

22. Worker's Compensation.

Due to the fact that the Contractor is engaged in her own business enterprise and is not an employee of the County, the County will not obtain worker's compensation insurance coverage for the Contractor or the Contractor's employees or agents. The Contractor shall obtain workman's compensation insurance for

himself and for the Contractor's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

23. Severability.

If any clause or provision of this Agreement is held to be illegal by a court of competent jurisdiction, invalid or un-enforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

43. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

25. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Socorro County Manager, if the amount of the contract is \$20,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

26. Attorney's Fees

In the event this Agreement results in dispute, mediation, litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

27. Paragraph Headings.

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

28. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

29. Force Majeure.

In case performance of any terms or provision hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal government or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escort, strikes, lockouts, difference with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonable within the control of the party whose performance in interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

30. Duplicate Originals.
This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

31. Notices.
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered by email or in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Joseph Chavez, County Manager

County of Socorro
P.O. Box D
Socorro, NM 87801
Phone: 575.838.0589
jchavez@co.socorro.nm.us

To the Contractor: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed above.

PROVIDER

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2026.

JOE GONZALES, CHAIR
DISTRICT I

CRAIG D. SECATERO, VICE-CHAIR
DISTRICT II

JOHN J. AGUILAR, COMMISSIONER
DISTRICT III

DANIEL P. MONETTE, COMMISSIONER
DISTRICT IV

PHILLIP R. MONTOYA, COMMISSIONER
DISTRICT V

ATTEST BY:

MICHELLE PAZ, COUNTY CLERK

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