# MAVERICK COUNTY

# REQUEST FOR PROPOSAL RFP# FY26-08

# INMATE MEDICAL SERVICES
# FOR
# TOM BOWLES DETENTION CENTER

Deadline: 08/31/2026

**MAVERICK COUNTY**
**INMATE MEDICAL SERVICES FOR TOM BOWLES DETENTION CENTER**

The County respectfully requests your participation in submitting a proposal for Inmate Medical Services for Jail Inmates for the Tom Bowles Detention Center located at Route 3, Highway 57, Eagle Pass, Texas.

This document is intended as a starting point for an interactive process, it does not attempt to comprehensively state all services to be provided, nor does it attempt to identify or recite all terms, conditions or pricing scenarios which might be addressed in any final contract between Maverick County and the selected provider for the requested services.

## INSTRUCTIONS

All proposal bids must be received no later than **August 31, 2026 at 2:00 PM CST.** All proposals must be delivered to:

Maverick County Clerk Office
500 Quarry Street, Suite 2
Eagle Pass, Texas 78852

All submittals shall be marked: **"RFP# FY26-08: INMATE MEDICAL SERVICES"**

**Submission of Proposals:**

- Proposals must be submitted in a sealed and clearly marked envelope with the name and address of bidder, date and name of project on the envelope.
- One (1) original and two (2) hard copies of entire proposal are to be submitted in one sealed envelope.
- Any proposal received after the advertised deadline shall be returned to the bidder unopened. This applies to proposals sent by mail as well as those delivered.
- Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening.
- Faxes and email proposals are not acceptable.
- Negligence on the part of the bidder in preparing the proposal confers no rights for withdrawal of the proposal after it has been opened.
- Proposals received prior to the deadline will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- Questions relating to this request for proposals should be addressed to copurchasing@co.maverick.tx.us and copy jcruz@co.maverick.tx.us

**Contents of Proposal Package:**

- Voluntary alternatives or additional product information may be attached if necessary.
- Proposals must contain Vendor complete name, address, telephone, email address, and facsimile numbers. The proposal must be signed in ink by an authorized representative of your company.
- All questions on the response questionnaire must be answered in detail.
- All erasures or corrections to pricing information must be initialed in ink.

- Statement of individual/firm's experience and qualifications and copies of licenses for bidding physician and fill-in (as explained below)

**Incurred Costs/Disclaimer:**

- The County will not be liable in any way for any costs incurred by Respondents in replying to this proposal request. The County does not guarantee an award as a result of submitting a response to this Request for Proposal.

**Award:**

- The Commissioners Court may make award to the responsible submitter whose proposal is the most advantageous to the County based upon the recommendations of staff and/or representatives reviewing the proposal.

**Taxes:**

- The County is exempt from Federal Excise Tax and Texas State Sales Tax by law and such taxes shall not be included in bid prices. The County will provide documentation of exemption upon request.

**Owner's Rights:**

The County of Maverick reserves the right:

- To waive minor technical deficiencies and irregularities, or both in the requests for proposals, the process of requesting or receiving the proposals, or the proposals received from submitters.
- To request clarification of all or any portion of a proposal from any or all of the submittals received in response to a request for qualification or proposal, or both, from any or all of the submitters.
- To accept, reject any portion of or all responses, modify the scope, to negotiate with one or more of the respondents, and to waive any/all requirements which the County deems to be in its or its employees' best interest. The County assumes no liability for any costs incurred in preparing a bid.

**Hold Harmless/Indemnification:**

- To the fullest extent permitted by law the (Contractor/Vendor) agrees to defend, pay on behalf of, indemnify, and hold harmless the County, its elected and appointed officials, employees and volunteers, and others working on behalf of the County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the County, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

**DEFINITIONS**

- **Facility** – space for the housing of the County inmates and inmates from other governmental entities; capacity 250 beds.
- **Physician** - an individual holding a license to practice medicine in the State of Texas or a license from another state with reciprocal privileges in the state of Texas.

- **Nurse** - a Licensed Practicing Nurse or Registered Nurse who cares for the inmates through a contract with the County; a licensed health-care professional who practices independently and is supervised by the contracted physician.
- **Office Assistant/Clerk** - Provides clerical support to physician and nurses; coordinates inmate medical and dental appointments; acquires inmate medical records from outside physicians, hospitals, pharmacies and jails; orders medications from Pharmacy contractor; identifies and inventories medications; acts as liaison between Jail Administration, Jail Billing Clerk and Medical Contractor; provides statistics, inmate medical updates and pertinent information as requested by Jail Administration
- **Pharmacy** - a contracted vendor of the County that the Physician and Nursing staff will use for medications as prescribed by the Physician.

**SPECIFICATIONS FOR PHYSICIAN SERVICES**

1. Proposer must be organized for the purpose of providing health care services and must have minimum of five (5) years' experience with proven effectiveness in Correctional (or related institutional) Health Care Services. Bidder must have qualified and trained staff with sufficient fill-in personnel.

2. Any medical provider submitting a bid must be fully licensed and in good standing to practice medicine in the State of Texas. A copy of said license is to be submitted with the bidding documents.

3. The Provider awarded this agreement will be required to meet all of the items stipulated in the agreement prepared by County Legal Counsel.

4. On site physician services a minimum of five (5) hours per week at mutually agreed times. On-call physician services twenty-four (24) hours per day, seven (7) days per week.
5. The medical services provider shall have procedures and shall maintain a separate health record on each inmate. It is the County's desire that all medical records be maintained electronically to facilitate ease of access at all jail facilities and reduce the file storage requirements.
6. The Texas Uniform Health Status Update form, in the format prescribed by the Commission, shall be completed and forwarded to the receiving criminal justice entity at the time an inmate is transferred or released from custody.

7. Upon admission of an inmate into this facility, the medical service provider shall document the inmate's medical condition and mental health observations. The medical service provider shall document any prescription medication brought in with the inmate. All records of any subsequent findings, diagnosis, treatments, dispositions, special housing, distribution of medications and the name of any institution to which the inmate's medical record has been sent will be maintained in the inmate's medical file.

8. The medical services provider shall perform an intake screening on incoming inmates upon admission to Tom Bowles Detention Center facility. Individuals brought into the correctional facility to be placed in custody must be medically cleared prior to booking.

9. The medical service provider shall work in conjunction with the Correctional Facility's classification staff to provide for appropriate inmate placement, such as the following:
    a. Placement in the general inmate population;
    b. Placement in the general inmate population and referral to the appropriate health care service at the Correctional Facility;
    c. Immediate referral to an appropriate healthcare professional when indicated;
    d. Referral to an appropriate off-site preferred provider/facility for emergency treatment.
    e. Medical service provider will triage the inmate before sending them to the hospital, either in their office or in the jail.

10. Pricing is to include a flat rate for each year of the agreement as well as an hourly rate charged when the physician is called in beyond the regularly scheduled sessions. (This call-in rate is to include a stipulation for a one-hour minimum charge.)

11. The medical services provider shall perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmates health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained; clinical encounters will be noted in the inmate's health record.

12. The medical services provider will be responsible for the provision of medically necessary health services to the female inmate population. The medical services provider will establish policies and procedures specific to the health care of pregnant inmates.

13. The medical services provider shall provide a pharmaceutical program in accordance with federal, state and local laws that meets the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented.

14. The medical services provider shall become familiar with and execute the provisions of the current plan for tuberculosis screening tests of employees, volunteers, and inmates. The tuberculosis screening plan shall be developed and implemented in accordance Texas Health and Safety Code and shall be approved by the Tuberculosis Elimination Division, Texas Department of Health prior to use. The plan shall be made available to the Commission upon request. The provider shall develop a TB surveillance, treatment and monitoring program.

15. The selected Physician shall maintain, at a minimum, during the term of this agreement, General Liability Insurance policy of at least $1,000,000, including medical malpractice coverage, and any additional insurance requirement that might be listed on the agreement. General aggregate limit of $ 5, 000,000.00

16. The term of this agreement shall be for two (2) years and will contain a no cause termination provision at the County’s convenience or 30 days’ notice. This agreement can be renewed for three (3) years with the approval of Commissioners Court. The physician is on-call at all times during the term of this agreement**. In the case of an**

**absence, the physician must have a physician's assistant or a substitute physician fill-in. The fill-in must be listed in the proposal.** Maverick County jail administration must become familiar with the substitute prior to his/her working in the capacity of the jail physician. Any individual filling in for the contracted physician must be covered and listed under the same liability and malpractice insurance requirements as listed above. Jail administration and nursing staff shall be made aware prior to the absence of the contracted physician that an absence is expected to occur. Prior to an absence it is the responsibility of the jail physician to provide all of the contact information for the fill-in physician.

17. Proposers are required to submit a statement of their individual/firm's experience and qualifications to provide inmate medical services.

18. Proposer must also provide in these bid documents, the same information for their fill-in physician if there is to be one.

19. The Contracted physician must work with and adhere to all state and federal privacy laws.

20. The Contracted physician will assign an Office Assistant/Clerk as defined above as part of his/her proposal.

21. The County of Maverick and or the Sheriff or his designee reserves the right to dismiss an employee of the contractor from the worksite without cause. Dismissal may occur (but not limited to) if a Contract employee is believed to be ill, under the influence of drugs or alcohol, there is inappropriate relationships with inmates, deliberately antagonizing inmates, deliberately ignoring inmates' medical needs, gross unprofessional conduct, failure to follow orders of the Sheriff or his designee or physician, nonfeasance, malfeasance, misfeasance or gross ignorance of safety and security protocols. Dismissal may be temporary or permanent.

**SPECIFICATIONS FOR NURSING SERVICES**

1. To provide nursing services to inmates of the Maverick County Jail Facility.

2. Term of contract is three-years.

3. To provide a Licensed Nurse at the County Jail Facility for a minimum of 40 hours per week with a maximum of 56 hours per week and to be on call twenty-four (24) hours per day during the term of this agreement.

4. The County will provide a suitable, secure facility in which Provider's Jail Nurse can provide appropriate health care as required and the necessary equipment and supplies to allow adequate nursing care to Jail Facility Inmates.

5. To provide a Licensed Nurse to the Jail Facility upon reasonable notice from the jail physician, and assist the jail physician as he or she deems necessary. It is understood that

the determination of what is “Necessary” in this context is the jail physician’s sole discretion.

6. To provide at a minimum the following services under the direction of the jail physician:
   - Intake medical screening of inmates
   - Sick call for inmates
   - Coordinate and distribute medication for inmates
   - Telephone consultation
   - Assist physician with visits and complete physical examinations and records within 10 days of inmate booking date
   - Examinations must be signed off by physician within 14 days
   - On-call services to include prescription verifications, consultations, evaluations and referrals as necessary on a 24-hour basis. Response to service calls will be within one (1) hour from the time of the call.
   - Nursing Staff will schedule appointments for off-site services and follow-up with said providers; must coordinate with transportation personnel
   - Secure information from inmates on medical insurance prior to making arrangements with outside providers for services or prescriptions
   - Nursing staff will be responsible for tuberculosis tests for all inmates, as well as for reading same tests or for training staff to follow through with same.
   - Follow-up on all hospitalized inmates on as needed basis
   - Provide health assessments, which are in accordance with Texas Corrections Department and established by Maverick County
   - Provide staff training as needed for urgent or emergent medical conditions
   - Provide monthly statistical reports to the Jail Administration and the Sheriff
   - Be first responder in case of a medical emergency in the jail
   - Documentation if an inmate's ordered medication was not administered and the reason.

7. It will be the understanding that the jail nurse assigned shall receive and take instructions and directions during the term of this agreement from the jail physician retained by the County.

8. Nursing staff needs to work in cooperation as a team with mental health and substance abuse team for treatment of inmates

9. Meetings with Jail Administration, Community Corrections, mental health/substance abuse and nursing staff when needed to discuss inmate treatment. Meeting will be scheduled when needed. Policies will be provided to and reviewed by Jail Administration. Nursing staff is a contract employee and will report to Jail Administration which will have the final decision on issues that arise. County policies will supersede all other policies when issues arise.

10. To submit all itemized invoices for services to the County on a weekly basis. Itemizing shall include the detailing of the hours provided and the types of services provided. The County will pay said invoice within thirty (30) days from the end of the period.

11. For protection of the nurse, as well as the County, the jail nurses at all times during the term of the agreement, must have and keep in force, professional liability insurance in an amount not less than $300,000/$900,000 per occurrence and aggregate coverage. If this policy is claims made form, then the Nurse shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

12. If the Professional Liability policy shall expire during the term of this contract, the Nurse shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

13. The Jail nurses are considered an independent contractor and not employees of Maverick County. The Jail nurses must at all times provide worker's compensation insurance coverage for each of its employees.

14. The Professional Liability policy shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Joshua Cruz, Maverick County, Route 3, P.O. Box 1033, Eagle Pass, Texas 78852."

15. At all times the Jail nurses must maintain a valid license or certification to conduct nursing activities within the state of Texas. A copy of said license(s) must be provided to the County upon signing of any agreement or contract

**IRS FORM W-9**
Maverick County must generate an IRS form W-9, Request for Taxpayer Identification Number and Certification when engaging in a business relationship with an independent contractor. Please include a completed W-9 in the submittal.

**Sample Contract**
Submit a sample contract within the response of this request for proposals.

**PROPOSAL**

**NAME(S) OF PROPOSER:** _____

**LICENSE:** _____ **LICENSE #** _____

**STATE LICENSE:** _____

**ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____
**FAX NUMBER:** _____
**E-MAIL ADDRESS** _____

The undersigned, as Bidder, hereby declares that his/her bid is made in good faith without fraud or collusion with any other parties bidding, that he/she has thoroughly inspected the property and had the opportunity to ask any questions while inspecting the property and that any questions asked have been answered to his/her expectations.

The Bidder acknowledges having not received or relied upon any representations or warranties of any nature whatsoever from the OWNER, its agents or employees, as to any conditions to be encountered, and that this bid is based solely upon the Bidder's own independent judgment. The Bidder to whom this Purchase is awarded will not be entitled to any additional compensation by reason of conditions being anticipated or by reason of failing to become fully acquainted with the site or conditions of the property.

I/We hereby propose to perform the "Medical Services for Jail Inmates" for the County Jail as determined necessary by the Maverick County Jail Administrator and by all applicable laws at the pricing listed below**:**

| Medical Services | 2-year Contract | 5-year Contract |
|---|---|---|
| **Price per Month** | | |
| **Yearly Cost** | | |

PERSONNEL WHO WILL WORK ON THIS CONTRACT:

**Physicians:**

** Please provide license, license number, and state where license is issued.

Name:_____

Name:_____

**Nurses:**

Name: _____

Name: _____

Name: _____

Name: _____

**Clerical:**

Name:_____

Name:_____

In submitting this bid, it is understood that the right is reserved by the OWNER to reject any or all Proposals, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED THIS DAY OF _____, 20__

Authorized Signature(s) of Bidder:

_____ _____

Signature Printed Name

_____ _____

Signature Printed Name

**Vendor Reference Information** **Attachment A**

Bidder's Name: _____ Contact Name: _____

Company: _____
Address: _____
_____
Business Type:_____

Contact Name:_____
Phone: _____

Company: _____
Address: _____
_____
Business Type:_____

Contact Name:_____
Phone: _____

Company: _____
Address: _____
_____
Business Type:_____

Contact Name:_____
Phone: _____

**DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Maverick County ("the County") to disclose in the Conflict-of-Interest Questionnaire ("the CIQ") , see attachment, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Maverick County Clerk's Office no later than the seventh business day after the Legal Notice date the person becomes aware of facts that require that statement to be filed.

The disclosure requirement applies to a person or business that contracts or seeks to contract with Maverick County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Maverick County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Maverick County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict-of-Interest Questionnaire (Form CIQ) include:

1. Maverick County Judge Rolando Jasso
2. Commissioner Pct 1 Yolanda Ramon
3. Commissioner Pct 2 Rosanna Rios
4. Commissioner Pct 3 Olga Ramos
5. Commissioner Roberto Ruiz
6. Judge Maribel Flores, 293rd Judicial District
7. Judge Amado Abascal, 365$^{th}$ Judicial District
8. Sheriff Tom Schmerber, Maverick County Sheriff
9. Roberto De Leon, Sheriff Department Chief Deputy

Please send completed forms to the **Maverick County Clerk's Office located at 500 Quarry Street, Suite 2, Eagle Pass, Texas 78852.**

**DISCLOSURE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Steps to complete Form 1295:

1. Click this link https://www.ethics.state.tx.us/File/
2. See this video for Logging in the first time as Business user. https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html

See this video for How to complete Form 1295 online.
https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

## RFP PACKET - ITEMS REQUIRED:

**Check to indicate inclusion in the RFP package:**

1) _____ Original and two (2) hard copies marked "RFP# FY26-03 Inmate Medical Services"

2) _____ Statement of Physician's/Firm's experience and qualifications (also for fill-in Physician)

3) _____ Copies of Licenses for all physicians, medical staff and fill-ins

4) _____ Proof of Minimum Insurance Requirements

5) _____ Formal Proposal Page

6) _____ References (Attachment A)

7) _____ IRS Form W-9

8) _____ Disclosure of Conflict-of-Interest Questionnaire (CIQ)

9) _____ Disclosure of Interested Parties (Form 1295)

10) _____ Sample Contract if available