

Hidalgo County Sheriff's Office  
Placement, Housing, Detention & Supervision of Hidalgo County Inmates  
RFP No.: 2012-034-00-12-CGA

**REQUIREMENTS**

The County of Hidalgo is seeking proposals for placement, housing, detention and supervision for up to \_\_\_\_\_ inmates in Hidalgo County, **within a 200 miles radius of Hidalgo County**. Services will include, but not be limited to, the provisions for secure custody, transportation, health care, meals, and clothing, on a per diem basis per inmate. These services will comply with all applicable regulations and standards established by the Texas Commission on Jail Standards (the "Commission") and the Hidalgo County Sheriff. The primary term of this Agreement is for a \_\_\_\_\_ period from the date of the bid award. Hidalgo County reserves the right to extend the contract for an additional year based on prior year's performance evaluation and contingent upon proposed cost.

Eligibility for incarceration at facility under contractor's agreement are inmates that are classified in accordance with custody level of the assigned facility in accordance with the Texas Commission on Jail Standards (the "Commission").

**HOUSING AND CARE OF INMATES –**

Contractor will provide secure custody, care and safekeeping of inmates of the County in accordance with applicable regulations and standards established by the Texas Commission on Jail Standards. Contractor will provide housing, care, meals and routine medical services for such inmates on the same basis as Hidalgo County provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

**MEDICAL SERVICES –**

The per diem rate under this agreement covers only routine medical services such as: on-site sick call (when provided by on-site staff), non-prescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contract the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor will use its best efforts to obtain the lowest available price for reimbursable expenses; provided, however, that contractor's obligation to obtain the lowest available price shall not in any way diminish or excuse Contractor from seeking and/or providing medical care or supplies necessary to protect the health, safety and well-being of any inmate under Contractor's custody and control.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

It is understood and agreed that if the hospitalization of inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2,000.00, the Contractor has the right to arrange for the hospital or health care provider. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor.

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**MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

**III. TRANSPORTATION / OFF-SITE SECURITY:**

A. Contractor agrees to provide transportation of inmates of County to and from the Hidalgo County Jail and/or courthouse and Contractor's facility and if required from Contractors facility to Texas Department of Criminal Justice-ID at no additional cost to the County.

B. The Contractor also agrees to provide transportation of County inmates from other sites in the State where County inmates are currently located to the Contractors facility at no additional cost to County.

C. In the event the County request the Contractor to provide transportation to sites other than specified above, the County agrees to reimburse the Contractor for transportation costs at a mutually agreeable rate per mile/trip, as specified in the contract.

**IV. PER DIEM RATE:**

A. The per diem rate for detention services and transportation specified in Section III A and B per man per day. (This rate covers one inmate per day up to \_\_\_\_\_ inmates.)

B. If an excess of \_\_\_\_\_ inmates can be accommodated and the inmate per diem varies to house these inmates, this rate must be provided separately.

**V. BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears. Invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Contractor and shall be remitted to:

**CONTRACTOR AT  
THE ADDRESS  
PROVIDED TO COUNTY**

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

**VI. LIABILITY OF COUNTY:** County shall be fully responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of County performance or nonperformance of the services and duties herein stated, but only in regard to duties herein assigned to County, and specifically excluding the actual transportation or incarceration of inmates by Contractor. County retains

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full liability for each inmate until that inmate has been received by Contractor at County's facility for transportation, holding and incarceration of inmates by Contractor.

**VII. LIABILITY OF CONTRACTOR:** Contractor shall be fully responsible for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by Contractor.

**RFP EVALUATION CRITERIA**

The categories below will be evaluated and graded using the following points scale.

1. Housing of Inmates -	Contractors meeting the minimum standards established by the Texas Commission on Jail Standards shall receive:	10 Points
	Contractor exceeding those standards shall receive up to:	20 Points
2. Medical Services -	Contractors providing routine medical services shall receive:	10 Points
	Contractors providing more extensive medical services other than hospitalization shall receive up to:	20 Points
3. Transportation -	Contractors providing transportation to and from County Jail, Courthouse and Contractor's facility shall receive:	5 Points
	Contractors providing transportation from Contractor's facility to Texas Department of Criminal Justice shall receive:	5 Points
	Contractors providing transportation from other sites in the State to the Contractor's facility shall receive:	10 Points
4. Per Diem Rate -	Contractors providing rates up to _____ inmates shall receive:	10 Points
	Contractors providing rates exceeding _____ inmates shall receive up to:	25 Points
5. Completeness of Proposal -		15 Points

**TOTAL SCORE SHALL NOT EXCEED 100 POINTS**