



COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, October 25, 2012 to be opened at the County Purchasing Office the same date for Full Battery Psychological Evaluations for the El Paso County Juvenile Probation Department.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened October 25, 2012
Full Battery Psychological Evaluations for the
El Paso County Juvenile Probation Department
RFP Number 12-067"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, October 18, 2012, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashier's check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

PITI VASQUEZ
County Purchasing Agent

IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

Vendors: Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at:

<http://www.epcounty.com/ethicscom/training.htm>

Once you have taken the ethics training course print out the confirmation and attach a copy to your proposal. Keep a copy for future references/proposals.

To view the list of the Vendors, the representatives and the date it expires.

❖ **Go to** <http://www.epcounty.com/ethicscom/training.htm>

❖ **Select:**

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.



**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors
From: Jose Lopez, Jr., Assistant Purchasing Agent
Date: February 6, 2012
Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department will be implementing its new bid processing vendor notification/registration system on April 1, 2012. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register by April 1, 2012. The Purchasing Department will be migrating to the new vendor system on April 1, 2012 and all vendors that have not registered in the new system will not receive bid notifications. Thank you for your cooperation. If you have any questions please contact me at (915)546-2068, or Sally Borrego at (915)546-2048.

PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 12-067 Full Battery Psychological Evaluations for the El Paso County Juvenile Probation Department Vendor must meet or exceed specifications	
Cost per evaluation conducted by a Psychological Associate	\$
Cost per evaluation conducted by a Licensed Psychologist	\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original hard copy and four (4) CD copies in Word/PDF format of your proposal.	

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

CIQ Confirmation Number

Conflict of Interest Questionnaire (CIQ)
Filed Date

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

**Full Battery Psychological
Evaluations for the El Paso County
Juvenile Probation Department**

RFP #12-067



**Opening Date
Thursday, October 25, 2012**

I. FULL BATTERY PSYCHOLOGICAL EVALUATION

Purpose: To objectively assess and appraise youth referred to the El Paso County Juvenile Probation Department in order to obtain a comprehensive evaluation to identify if a child has a mental health disorder or other condition requiring therapeutic services and/or interventions.

Methods for Obtaining Information: Shall include, but will not be limited to, the following:

1. Clinical Interview: The psychologist shall include a face to face interview with the youth and the youth's parent(s)/legal guardian(s). The clinical interview shall provide the psychologist with an indication of the youth's interpersonal behaviors as well as emotional processes. The clinical interview shall include, but is not limited to, the following:

- a. Elicit information that might support or qualify a diagnosis as well as aid in the development of the treatment planning process.
- b. Provide the psychologist with the opportunity to observe the youth's general style, how he/she may exaggerate or minimize information provided in the referral and/or youth's history, as well as identify how the youth communicates emotional issues and employs possible defense mechanisms.
- c. The collection of useful information that will aid in the diagnosis and treatment of mental and/or behavioral health disorders. This collection should include, but not be limited to the following:
 - i. Medical information: serious illnesses, medical conditions and/or reported traumatic brain injuries the child may have sustained and if the child has ever sustained an injury to the head that led to a loss of consciousness, a concussion, or feeling "dazed," current and historical prescribed psychotropic medications.
 - ii. Relevant Family History: current living arrangements in the home (ages, relationships), family history of drug use, involvement in the criminal justice system, strengths and weaknesses.
 - iii. Referral History: juvenile probation referrals, out of home placements/programs.
 - iv. School History: current academic performance, attendance, discipline issues, special education services required.
 - v. Aggressive Behaviors: known incidents of violent/assaultive behaviors, including suicide ideations/attempts and self harm.
 - vi. Abuse/Neglect: known traumas, abuse, neglect, involvement in Texas Department of Family and Protective Services.
 - vii. Mental Health: known mental health treatment of youth and family members, dates of treatment, diagnoses, outcomes of treatment.
 - viii. Developmental History: identification of any significant delays or missing of developmental milestones.
 - ix. Peer Associations and Social Engagements: nature of peer interactions and social activities.

- x. Follow up regarding changes in cognitions, process speeds, behaviors, and/or emotional states shall be incorporated into the report

2. Collateral Sources: Parent(s)/legal guardian(s), family members, and/or other significant individuals in the youth's life shall be included in the clinical interview process. Collateral sources of information shall include, when available but not limited to: previous evaluations, reports, educational records, and medical records. The child's strengths along with any noted areas of concern shall be identified and a recommendation for services shall be noted.

3. Full Battery Psychological Testing: The use of structured instruments and standardized tests shall be used as components for establishing a diagnosis, as well as obtaining a comprehensive assessment for measuring the youth's cognitive, behavioral, emotional, and/or mental functioning levels. Structured instruments and rating scales must be valid and reliable to account for the youth's age, cultural, gender and ethnic differences. Psychometric testing shall include, but is not limited to, the following:

- a. Individual Intelligence test (which specifies a Verbal IQ, a Performance IQ and a Composite, Single Full Scale IQ score);
- b. Organicity-perceptual tests;
- c. Psychopathology Checklist-Youth Version (PCL-YV) or comparable risk assessment (must identify risk factors that may lead to recidivism);
- d. Youth Self Inventory to include a depression inventory; anxiety, anger, disruptive behavior, and self-concept inventory; and

Note: Psychological evaluations must be conducted in the client's language of literacy. The evaluation must be performed in a private session directly by a psychologist or psychological associate with a license to practice in the State of Texas. A child psychologist is preferred.

On site testing is preferred for detained youths. On site youths may be available seven (7) days a week and vendor must provide timely appointments between the hours of 2:30 p.m. to 3:30 p.m. or 4:00 p.m. to 8:00 p.m., Monday through Friday, and Saturday and Sunday from 8:30 a.m. to 8:00 p.m.

Off site testing for detained youth must include an interview with the youth and his/her parent(s)/legal guardian(s) at separate times to minimize safety and security concerns. Per the Texas Juvenile Justice Department, a juvenile probation department employee will transport youth who are detained and the employee **MUST** be present within sight and sound of the youth at all times during the evaluation.

NARRATIVE REPORT: Upon completion of evaluation, vendor shall submit a typed, signed written report. The report shall follow a bio-psychosocial model to include detailed information about the youth's level of functioning across a wide range of contexts that are relevant to the disposition decision-making process. Psychological evaluation shall include, but is not limited to, the following:

- a. a statement of the primary purpose of the assessment;
- b. a summary of the youth's background;
- c. list of procedures and tests used and a statement noting any limitations of the instruments used;
- d. summary of the results and recommendations relevant to the youth needs to include but not be limited to special services instructional modifications, behavioral management strategies, appropriateness for placement, and whether or not placement could include a physically oriented secure post-adjudication correctional facility;
- e. diagnostic impression identifying any mental, emotional and/or behavioral health issues;
- f. separate verbal, performance and composite IQ scores must be included in the report;
- g. incorporate criminal and/or delinquent behaviors, history of substance abuse/dependence, risk factors, stressors, and strengths, as well as identify caregiver needs;
- h. assessment of the youth's cognitive abilities, emotional experiences, personality as well as offer insight regarding the severity of a particular disturbance and/or impairment and the capacity for adequate functioning; and
- i. serve as a reference tool for the determination and/or need for further testing, the development of a treatment plan, the youth's adaptability to various disposition environments and/or responsiveness to treatment and/or supervision recommendations;
- j. address specifically all areas identified in Section 1, Subsection C of the Clinical Interview listed above.

The psychological evaluation should provide the El Paso County Juvenile Probation Department and/or the Court with a structured, succinct, and organized description of the referred youth's current psychological functioning.

A. Other Requirements

Psychological evaluations must be scheduled within ten (10) business days of referral. The typed, signed evaluation must be provided to the Juvenile Probation Department's Contract Coordinator within ten (10) business days from the date the evaluation is completed.

A vendor may be called to testify in a court of law at no additional cost to El Paso County or the El Paso County Juvenile Probation Department to substantiate and/or clarify recommendations and/or diagnosis made.

An addendum to the original psychological evaluation may be requested for the purposes of continuation of services, and/or upon court request for clarification purposes.

Upon authorization of the El Paso County Juvenile Probation Department and at the request of the juvenile's parent(s)/legal guardian(s); the psychologist and/or psychological associate will explain the evaluation for the juvenile's managing conservator in their language of literacy.

B. Cost

- cost per evaluation conducted by a psychological associate;
- cost per evaluation conducted by a licensed psychologist;

Cost includes the following:

- interview;
- mental health assessment;
- collateral contacts;
- diagnostic testing;
- assessments;
- addendum to the original psychological evaluation;
- screening instruments;
- recommendations for services/interventions to address psychological diagnosis;
- administrative expenses (specified in detail);
- communications with family;
- communications with school;
- referral source (other agencies are considered part of the cost per evaluation and may not be billed as a separate cost); and
- all typed and signed documentation/reports to the Juvenile Probation Department.

The vendor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation. In the event a juvenile misses a scheduled appointment with the vendor, the Juvenile Probation Department will not be responsible for paying any service fees to the vendor.

A typed and signed copy of the psychological evaluation will be provided to the Juvenile Probation Department Contract Coordinator whether the vendor is paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.

All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Justice Department.

II. MEASUREMENT OF PROGRAM OUTCOME

Vendor will be responsible for submitting to the Juvenile Probation Department Contract Coordinator on a quarterly basis the following statistical data:

- comprehensive listing of juveniles referred for services to include:
 - juvenile's name, date of birth and docket number;

- name of referring juvenile probation officer;
- date(s) of service;
- diagnosis made;
- identification if service was provided in English or Spanish;
- number of times and date(s) called to testify;
- number of addendums requested.

THE FOLLOWING IS FOR ALL SERVICES MENTIONED ABOVE.

GENERAL:

The services requested shall be provided for a period of one (1) year. The County shall have the option to renew any agreement entered into with the selected vendor for two (2) one year terms. Upon the same terms and conditions contained in its original agreement with the selected vendor by providing written notice to the vendor.

The Vendor will also provide a one (1) hour class a minimum of two (2) times a year to El Paso County Juvenile Probation personnel in coordination with the El Paso County Juvenile Probation Department Training Coordinator on the subject on explaining the evaluation process, outcomes of psychological evaluations, mental health disorders, how a diagnosis is determined and/or treatment practices.

TERMINATION:

The County or the Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

LEGAL:

Vendor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be: (1) with an insurance company licensed to do business in Texas and; (2) shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board, its officers and employees as additional insureds. El Paso County shall be given at least thirty (30) days advanced written notice of any lapse, amendment, or cancellation. **A copy of the insurance certificate should be included in the proposal package.**

Vendor shall defend, indemnify and hold harmless El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department their officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person

due to or related to the negligence or intentional act or omission of vendor, its agents, employees, or sub vendors. Vendor shall pay any and all damages assessed against El Paso County, El Paso County Juvenile Board, and the El Paso County Juvenile Probation Department their officers, agents or employees, arising out of such negligence or intentional acts.

Vendor shall maintain at vendor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County and the El Paso County Juvenile Board, their officers, employees as additional insured and shall provide that the County shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation. **A copy of the insurance certificate should be included in the proposal package.**

Vendor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to any agreement entered into with the Juvenile Probation Department will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, in order to allow the Juvenile Probation Department to perform the criminal records check and Sex offender background check, as well as Sex Offender Background search through the Texas Department of Public Safety. Any costs associated with conducting this background check will be assumed by the selected vendor.

In addition, the Vendor shall require all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this Agreement to submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search. Vendor is responsible for the fee associated with the search.

Vendor warrants that vendor is certified, approved or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed by the vendor. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.

Any agreement with a selected vendor is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding. The selected vendor shall have no cause of action against the Juvenile Probation Department in the event the Juvenile Probation Department is unable to perform its obligations as a result of suspension, termination withdrawal or failure of Federal and/or State funding to the Juvenile Probation Department.

Any agreement entered into between the selected vendor and the Juvenile Probation Department and the selected vendor shall not be that of an employer and employee. The selected vendor shall be deemed at all times to be an independent contractor.

The selected vendor shall not sell, assign, transfer or convey any agreement entered into with the Juvenile Probation Department, in whole or in part, without the prior written consent of Juvenile Probation Department.

Any agreement entered into between the selected vendor and the Juvenile Probation Department will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

Any agreement entered into between the parties shall not be amended or modified except by written instrument signed by the parties. In the event that any portion of an agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

The selected vendor will be required to attend state mandated training, Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect. Vendor may attend training provided by the El Paso County Juvenile Probation Department or shall provide proof of attendance to the within ten (10) days of execution of an agreement.

Any selected vendor must certify that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, or the Texas Juvenile Probation Commission.

Vendor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve- (12) months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or finding related to the vendor conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Vendor in the provision of these services.

Vendor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 58 of the Texas Family Code.

The signer of the proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a

proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the singer of the proposal has authority to contractually bind the vendor.

FINANCIAL INFORMATION:

Vendor shall submit through electronic notification (i.e. e-mail or fax) identified services and dates of service needed on a monthly basis. Based on information submitted by vendor, the Juvenile Probation Department employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation Department and received by the contractor prior to services being rendered.

Failure to do so will result in the vendor absorbing the cost for services not approved. Vendor is required to designate an e-mail address or fax number of where the authorization of service contract must be submitted by the Juvenile Probation Department.

The selected vendor will be required to establish procedures, seek reimbursement and bill payment for covered services rendered pursuant to any agreement entered into with the Juvenile Probation Department from any and all state/federal or other sources (such as Medicaid, CHIP, , CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or a private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. Vendor shall not bill the Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. Vendor is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the Juvenile Probation Department. The invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission and denial by the other funding source. In the event vendor is later paid for the rendered service by any other funding source, vendor shall reimburse all amounts to the Juvenile Probation Department within thirty (30) days of receiving such payment. Vendor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

Vendor shall submit claims on invoices bearing vendor's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Letterhead shall contain an accurate mailing address and telephone number where vendor can be reached during normal business hours. Vendor's invoice must indicate an invoice number and contract number, juvenile's and/or parent(s) / legal guardian(s) names, type of service and related cost. Invoices for juvenile's services must be submitted separately from parent's services. If the psychological evaluation is not submitted, payment will be delayed until evaluation and/or addendums are provided to the Juvenile Probation Department Contract Coordinator. Invoices not timely submitted shall not be paid.

The Juvenile Probation Department receives an invoice from the vendor. The department will verify the services performed by the vendor through the department's authorization of service contract. The department will then process the invoice for payment through the County Auditor's Office within thirty (30) days of receipt. The County Auditor's Office will generate a check and mail to the vendor after Commissioner's Court approval. Payment for services with state funds will be identified on the check with a note "TJJD STATE FUNDS".

Vendor shall maintain separate accounting records designating receipt and expenditure of all state funds received. Vendor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA.) Vendor understands that acceptance of funds acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by sub vendors through vendor and the requirement to cooperate is required to be included in any subcontract it awards.

Vendor must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for any agreement entered into with the Juvenile Probation Department.

Vendor shall provide semi-annual, as well as, annual financial statements to include but are not limited to the following:

- Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by vendor; or
- Independent Audit or Review (prepared in accordance with GAAP) based on vendor's fiscal year. Vendor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the vendor's financial year-end.

Vendor will be required to certify that the individual(s) or business entity named in any agreement entered into with the Juvenile Probation Department is in good standing with the Texas Comptroller of Public Accounts.

Under §231.006, Texas Family Code, the vendor certifies that the individual or business entity named in any agreement entered into with the Juvenile Probation Department is not ineligible to receive the specified grant, loan or payment and acknowledges that any agreement entered into with the Juvenile Probation Department may be terminated and payment may be withheld if this certificate is inaccurate.

Vendor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three (3) years after the end of the contracted period. If any litigation, claim or audit involving these

records commences before the three (3) year period expires, the vendor must keep records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved; whichever is later.

SANCTIONS:

Juvenile Probation Department shall conduct monitoring and evaluation of the performances of the vendor or any sub vendor rendered pursuant to the contract every six (6) months through use of the Private Vendor Contractual Monitors and Evaluation Report. Juvenile Probation Department will notify the vendor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.

As determined in the reasonable judgment of the Juvenile Probation Department, failure of vendor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes, or failure of the vendor to properly administer subcontracts and take appropriate corrective action in the event of violations by sub vendors, may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments. Vendor may be ineligible to receive future contracts.

Vendor or County may terminate this agreement without cause by giving thirty- (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Vendor fails to comply with any provision of this agreement. Vendor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

PROPOSAL SUBMISSION:

Please submit one (1) original hard copy and four (4) CD's in Word/PDF format of the applicant's proposal. It must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the Request for Proposal packet no later than **October 25, 2012 at 2:00 p.m. Mountain Daylight Savings Time**. A representative at the Purchasing Department will date-stamp and time-stamp every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location at until the due date and time.

The applicant's original proposal must be unbound with no staples or heavy paper stock within the document itself. It may be necessary to reproduce the original application to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items include anything stapled, folded, pasted, or in a size other than 8 ½" x 11" on white paper and heavy or lightweight paper which could disable the photocopy machine and/or become destroyed. Odd sized attachments of any kind will not be copied or sent to reviewers. Excessive or over-sized material, e.g., posters, videotapes, or audiotapes should not be included. Documents may be photo-reduced or have type closer than 15 characters per inch. Furthermore, only one side of each page should have printing.

PROPOSAL FORMAT:

Each applicant may submit one proposal. The proposal must be submitted as one (1) original hard copy and four (4) CD's in Word/PDF format as stated in the PROPOSAL SUBMISSION section.

Application materials could accidentally get out of order when being processed, thus every sheet of the proposal must have a page number. It is also requested that pages be numbered consecutively from beginning to end (for example, page 1 for the Cover Page, page 2 for Letter of Transmittal, page 3 for the Table of Contents, etc.). Any appendices should be labeled and separated from the narrative and budget section, and the page numbers should be continued in the sequence.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Cover Page
Letter of transmittal
Table of Contents
Proposal Narrative
Cost
Application Forms & Certifications

A. COVER PAGE

Each proposal must have the Proposal Schedule form as the cover page.
The cover page must:

- Identify the RFP (i.e., Proposal for the El Paso County Juvenile Probation Psychological Services);
- Identify the applicant organization;
- Identify the applicant organization's contact person,
- Identify the applicant organization's address, phone, FAX, and
- Indicate the date of the proposal.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal.
The Letter of Transmittal must:

- Identify the applicant organization and contact person;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).
- Include federal tax number
- Identify the name, title, telephone and FAX number of the person to

- be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
 1. be signed by the person authorized to contractually obligate the organization;
 2. acknowledge receipt of any and all amendments to this RFP;
 3. must be on official business letterhead.

C. TABLE OF CONTENTS

Immediately following the letter of transmittal, the applicant is required to provide a table of contents that identifies all subsequent sections and pages.

D. PROPOSAL NARRATIVE

1. Describe your organization's qualifications and experience in providing psychological services, evaluations for adolescents involved in the juvenile justice system and/or high risk adolescent offenders in Texas under this RFP's SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
 - a. Familiarity with the Texas Family Code and procedure pertaining to the juvenile justice system and the juvenile probation department;
 - b. Related judicial entities working with the juvenile delinquent population (for example: public defenders, county attorneys, juvenile court judges, drug court administrators and judges);
 - c. Familiarity with dual diagnosis adolescents
 - d. Priority mental health diagnosis populations
 - e. Familiarity with various clinical assessments and evaluation instruments.
 - f. Conducting psychological interviews in juvenile's primary language.
3. Provide in detail how the organization will address, incorporate and coordinate all the components of the Request for Proposal's purpose of service to include:
 - a. Psychological evaluations
 - b. Psychometric testing
 - c. Service recommendations and knowledge of community resources
4. Identify the psychologist(s) and/or psychological associate(s) who will conduct the evaluations, their qualifications and experience in providing this type of service. If applicable identify any other professional staff and their qualifications and experience.

E. COST

A cost per evaluation conducted by a psychological associate must be submitted to include all requirements under section **B - Cost** on page 4 of this RFP.

A cost per evaluation conducted by a licensed psychologist must be submitted to include all requirements under section **B - Cost** on page 4 of this RFP.

A list of insurance companies, both public and private, accepted by the vendor.

F. APPLICATION FORMS & CERTIFICATIONS

(REQUIRED DOCUMENTS TO BE SUBMITTED):

1. Sample of the psychological evaluation
2. List of tests and instruments that will be used during the assessment/evaluation process
3. Copies of the Psychological Associate(s) license(s)
4. Copies of the Psychologists(s) license(s)
5. A list of all medical insurance companies accepted by the vendor.
6. Copies of the commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property
7. Copies of the professional malpractice insurance with a policy limit of not less than \$1,000,000.00

Within each section of the proposal, applicants should address the items in the order in which they appear in the RFP. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. All material submitted in response to this RFP becomes the property of El Paso County.

PROPOSAL EVALUATION

A representative from the El Paso County Purchasing Department will open the proposals immediately after the deadline and will record them. A representative for the El Paso County Juvenile Probation Department will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of the RFP. The

El Paso County Juvenile Probation Department administrator will review all proposals and evaluate each according to the evaluation criteria.

The contents of any proposal shall be kept confidential during the evaluation process.

All proposals received by the El Paso County Purchasing Department on or before the submission deadline shall become the property of the El Paso County Juvenile Probation Department and shall not be returned to the applicant. The El Paso County Juvenile Probation Department shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

The El Paso County Juvenile Probation Department administrators shall evaluate each proposal using the following weighted criteria. It is important that proposals address each item in sufficient detail to provide the best possible evaluation:

Proposal Scoring:

Qualifications and Experience of Licensed Psychologist and/or psychological associate (Child Psychologist Preferred)	30%
Financial Information- Ability to bill other funding sources (i.e. Medicaid, CHIPs, private insurance, etc.)	30%
Qualifications of and Experience of Organization (Non-Profit community based or For Profit community based; years in practice; experience with community agencies; child psychologist, etc.)	20%
Experience working with Juvenile Justice System	10%
Experience working with Courts	10%

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-

grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (4) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland
ROOM 300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180
ELVIA CONTRERAS, FORMAL BID BUYER

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.

10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashier's check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and

business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #12-067, Full Battery Psychological Evaluations for the El Paso County Juvenile Probation Department

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Veronica Escobar
Commissioner Anna Perez
Commissioner Sergio Lewis
Commissioner Tania M. Chozet
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Rosie Medina, Director of Special Programs
Albert Mendez, Financial Services Manager
Angelique Gaxiola, Contract Coordinator
Kim Shumate, director of Probation Services
Mike Tillman, Challenge Senior Officer
Edward Dion, County Auditor
Edward Hyatt, Auditor Department
Lee Shapleigh, Assistant County Attorney
Josie Brostrom, Assistant County Attorney
Wallace Hardgrove, County Auditor

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND
ROOM 300, EL PASO TEXAS 79901
(915)546-2048, FAX (915)546-8180
ELVIA CONTRERAS, FORMAL BID BUYER

Instructions: Conflict of Interest Form (CIQ)

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor and will disqualify your bid offer.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at www.epcounty.com, click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on **Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE**, and click on Search. It will be available on the website approximately 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Bid # 12-067

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

 Signature of person doing business with the governmental entity

 Date

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization

of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

Full Battery Psychological Evaluations for the El Paso County Juvenile Probation Department RFP #12-067

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, October 25, 2012. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not. If form is not completed and filed with the County Clerk's office, proposal will be considered non-responsive.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

_____ Did you provide one original hard copy and four (4) CD's copies in Word/PDF form of your response?