



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

Notice to Interested Parties

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, August 02, 2018. Responses will be opened at the County Purchasing Office the same date for Special Needs Diversionary Program (SNDP) Intensive In-Home Mental Health Services for the Juvenile Probation Department.

**Qualifications must be in a sealed envelope and marked:
“Qualifications to be opened Thursday, August 02, 2018
Special Needs Diversionary Program (SNDP)
Intensive In-Home Mental Health Services for
the Juvenile Probation Department
RFQ Number 18-037”**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, July 19, 2018, at 12:00 p.m. RFQ Number and title must be on the “Subject Line” of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer’s responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; Bids and more.

Said contract shall be let to the best qualified, and the **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES.** Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

DEBRA CARREJO CPPO, CPPB
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**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

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in 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 in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

RFQ # 18-037
Special Needs Diversionary Program (SNDP)
Intensive In-Home Mental Health Services
for the Juvenile Probation Department
Vendor must meet or exceed specifications

Please submit one (1) original copy and six (6) electronic versions of the complete offer (CD/DVD/ Flashdrive) in Word/PDF Format of your statements of qualifications. Electronic copies must reflect the original hard copy.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant
Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

****THIS MUST BE THE FIRST PAGE ON RFQ RESPONSE****

**Special Needs Diversionary
Program (SNDP) Intensive In-
Home Mental Health Services for
the Juvenile Probation Department**

RFQ #18-037



**Opening Date
Thursday, August 02, 2018**

PURPOSE:

The County of El Paso is seeking a qualified company to provide intensive in-home therapeutic, case management, and psychiatric services to families and assist them in becoming stable family units, and more effective in their roles as parents, sons/daughters, siblings, students, and members of a social community in order to avoid removal of the juvenile from the home, reduce recidivism, and create a safer and healthier community. Respondents must be able to adequately provide quality therapeutic, case management services and psychiatric services to juveniles diagnosed with a Serious Emotional Disorder (SED) other than or in addition to substance abuse, intellectual developmental disorder, and/or autism spectrum disorder as determined by a licensed mental health professional. Additionally, the complexity of clinical issues presented by adolescents and their families require considerable flexibility in the design and delivery of strength based interventions. Respondents must provide a crisis line phone number and must be available to respond to crisis 24 hours a day 7 days a week.

This program is designed as a coordinated wraparound approach to include full-time bilingual therapists, bilingual case managers, and bilingual probation officers. Additionally, the participation of a child psychiatrist will be required as part of this program. All responses must include costs of a psychiatrist who will be responsible for providing psychiatric assessments as needed, assist with treatment intervention planning, medication management, and be available for team consultations/staffing as needed. Access to psychiatric services must be made available within 10 working days of request.

Program is designed in four-phases, three of which are the core of the program and are together approximately 4 to 6 months in duration. Throughout the duration of the program the juveniles, parent/guardians, and team (Juvenile Probation Officer (JPO), therapist, and case manager) will come before a Judge on a bi-weekly basis for a review hearing. The final phase is an aftercare phase which is approximately 3 months in duration and begins after a juvenile has successfully completed the SNDP (4-6 months). A minimum of 24 cases shall be opened for services per fiscal year with a minimum of 12 cases being opened for services on a daily basis. Respondents must agree to assign a consistent therapeutic team who can adequately serve both monolingual Spanish and English speaking families.

The company must have been in the business of providing therapeutic, case management, and psychiatric services for no less than five (5) years.

The services shall be for a three (3) year contract term, with two (2) one year options to renew the contract. Services are anticipated to commence on September 1, 2018. The County will provide a written preliminary notice of the County's intent to renew. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

A. SCOPE OF WORK

Therapeutic services

- a. Minimum of two contacts per week one of which must be in the home with the juvenile and family. Services shall be provided by an LPC, LMSW-ACP, or LMFT. Therapeutic services shall include at a minimum CBT, EMDR, Trauma Based Therapy, Biofeedback/High Performance Biofeedback, and group services to address behavior and substance use.

- b. Counseling services shall be provided on an individual/family basis. The treatment plan and service delivery shall include the involvement of the Juvenile Probation Department, extended family, school, peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family. The entire team will be responsible for implementing and monitoring the treatment plan. Each team member composed of the JPO, therapist, case manager, youth and family must have monthly measurable goals that are specific to each of them and the plan must be reviewed and updated monthly.
- c. A Licensed Chemical Dependency Counselor (LCDC) must be available to assess and provide substance abuse treatment services at least once per week for those youth diagnosed with a co-occurring disorder (Target population for this program will be youth with a history of substance abuse and not dependency issues).

2. Case Management

- a. Minimum of two contacts per week one of which must be in the home with the juvenile and family. An individual who holds a Bachelor's Degree in the Behavioral or Social Sciences shall provide case management services.
- b. Case management services include coordination with schools, participation in Admission, Review and Dismissal Committee (ARD), teacher consultation, and community linkages with support agencies, service providers, and health services; rehab services with a focus on symptom management and community living skills; merge therapeutic needs as defined by the therapist with rehab skills that will guide the juvenile and family to self-sufficiency in dealing with diagnosis and symptoms; and conduct planning for reviews, wraparounds and other identified needs.
- c. Skill-building services to include conflict resolution, anger and stress management, parenting skill development, substance abuse intervention and communication.
- d. Provide independent living skills, linkages or resources for vocational skills development when recommended by the department and in collaboration with the service provider.

3. Cognitive Behavioral Group Therapy or Strengthening Families Group Curriculum

- a. Provider shall provide a minimum of two hours a month of cognitive behavioral group therapy to all participants of the program or;
- b. Identified families shall participate in the 14 week Strengthening Families group curriculum, provided by the contractor.

4. Psychiatric Services

- a. Access to the following psychiatric services must be made available within 10 working days of request by the juvenile probation department.
- b. Provider shall have access to a Psychiatrist licensed in the State of Texas who will objectively assess and identify the presence of mental health disorders that require further intervention. Evaluations shall be completed in the client's language of literacy.

Upon the completion of the evaluation, the vendor shall submit a typed and signed evaluation (in English) within 10 working days of completing the evaluation date that indicates the following:

1. identify if a mental health disorder or condition exists requiring treatment and/or attention;
2. support for the differential diagnosis;
3. identify collaboration with the juvenile and parent(s) / legal guardian(s) in the collection of data and formulation of a treatment plan;
4. identify if long term issues are present that require follow up care or interventions;
5. address the client's diagnosis;
6. the current clinical status;
7. past and current functioning levels;
8. quality of life;
9. any general medical condition(s) that have been established through the examination;
10. past history;
11. diagnostic tests and/or medical records or consultations;
12. a specific plan for addressing and/or treating the specified diagnosis or diagnoses to include specific therapeutic and rehabilitative goals or recommendations;
13. identification of the client's strengths, challenges and coping skills;
14. identify any physiological; neurobiological; psychological and/or socio-cultural issues involved in the diagnosis and/or treatment; and
15. incorporate a concise synthesis of what is known about the client (i.e. individual characteristics; genetic predisposition; general medical condition; abnormalities, life experiences; developmental history; interpersonal relationships; conflicts; defense mechanisms; past and /or current symptomology; precipitating; perpetuating or protective factors; etc.)

c. Medication Management

Upon any recommendation for the prescription of medication, a written order (not verbal) should be provided with a prescription to include discontinuation of previously prescribed medication and a written order (not verbal) as to the dates and times the prescribed medication is to be administered. The treating psychiatrist will schedule the client for subsequent medication management appointments as needed.

d. Team Consultations

The Psychiatrist will provide ongoing education training to the team as necessary and will make him/herself available to staff-challenging cases and provide input into the development of individualized treatment plans as necessary.

5. Court Review Hearings

- a. The SNDP team will be required to staff all referred and active cases on a weekly basis and document said staffing in the files.
- b. The SNDP team will be required to attend a bi-weekly court review hearing throughout the duration of the program as scheduled by the department.

6. Crisis Management

- a. The therapist, case manager, and JPO must be accessible 24/7 to address crisis calls that may arise. The JPO is responsible for responding to probation issues and the therapist/case manager is responsible for addressing all mental/behavioral health issues. Services shall be provided by an LPC, LMSW-ACP, or LMFT.
- b. The team members will review the circumstances surrounding any call the family makes for crisis intervention within two (2) business days of notification regarding the event.
- c. The team will conduct a crisis debriefing with the juvenile and/or family member(s) within five (5) business days of notification regarding the event to discuss antecedents, actions taken during the crisis, and possible future steps or learning opportunities when the crisis situation:
 - Involves the juvenile or family member being hospitalized for medical or psychiatric purposes,
 - Includes police involvement, or
 - The team determines follow-up is needed.

7. Aftercare

- a. The final phase is an aftercare phase which is approximately 3 months in duration, and begins after a juvenile completes the SNDP (4-6 months) and remains on probation.
- b. Services shall be provided at a minimum of twice per month in the home with the treating therapist providing at least one contact for a minimum of 3 months.
- c. Monitoring of the internalization of treatment and skills acquired while participant was engaged in the program.
- d. Provide support and continued linkage to necessary services in the community.

8. Documentation

- a. Prior to opening a case the therapist and/or case manager and probation officer shall schedule a family suitability interview (FSI) in the juvenile's home/office. The purpose of the FSI is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept or decline the services available. The FSI form must be completed prior to opening a case.
- b. Service Provider shall be responsible for screening all participants for medical insurance coverage prior to or upon enrollment into the program.
- c. If third-party insurance, Medicaid, or Children's Health Insurance Program (CHIP) does not already cover the juvenile, the SNDP Team shall ensure that an application for Medicaid or CHIP is completed and submitted within five (5) calendar days of the juvenile's enrollment into the program and a copy is provided to the Contract Coordinator.

- d. Service provider shall coordinate and include the juvenile and parent(s) and specialized JPOs in developing the initial treatment plan and updating monthly treatment plans once every 21-30 days from the previous plan. All treatment plans shall be typed, dated, and signed by the treatment team (Therapist, Case Manager, Juvenile Probation Officer, Juvenile, and Parent(s)). The completed initial treatment plan for each participant shall be submitted within 48 hours of opening the case and submitted to the Juvenile Probation Department's Contract Coordinator. Treatment plans shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of interventions, and identified goals. Long term community supports must be identified and documented, and a signed acknowledgement that the family was provided with a copy. The 24 hour crisis line number shall be clearly indicated on all documentation.
- e. Monthly treatment plan reviews will be held on a monthly basis completed between 21 to 30 days to monitor the outlined objectives and goals. The monthly reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial treatment plan or revised treatment plans. The 24 hour crisis line shall be clearly indicated on all documentation and acknowledgement that the family was provided with a copy. Monthly treatment plans shall be submitted to the Juvenile Probation Department's Contract Coordinator within the first 10 days of every month for all activity that occurred the previous month.
- f. All youth receiving substance abuse services shall be assessed within five days from enrollment into the program and a copy of said assessment shall be submitted to the Juvenile Probation Department's Contract Coordinator within the first 10 days of every month for all activity that occurred the previous month.
- g. Service providers shall complete and submit the bi-weekly SNDP court review hearing report the day prior to the scheduled court hearing by noon. The service provider shall obtain all the required information from all team members to include the LCDC and include all the information to create one comprehensive report and contact log. The summaries shall be typed and provide a comprehensive overview of the activities, progress, obstacles encountered, and recommendations for the upcoming two weeks. Summaries shall summarize progress of established treatment plan/treatment plan review.
- h. A transition plan shall be developed at a minimum of 30 days prior to discharge. This plan shall identify the long term community supports identified by the family as well as outline what services must be coordinated by the contractor prior to program discharge for continued care to include all community agencies that will be contacted. The plan shall outline the purpose of the linkage, which team member will be responsible for coordinating services prior to discharge, and all information pertaining to scheduled appointments. Transition plans shall be submitted to the Juvenile Probation Department's Contract Coordinator within 5 working days of being completed.
- i. Discharge summary shall be submitted to the Juvenile Probation Department's Contract Coordinator within 5 working days upon case closure and an updated linkages page shall be attached that clearly indicates all future appointments and linkages made by provider prior to case closure.
- j. Monthly aftercare progress reports shall be typed and include measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly

aftercare progress reports shall be submitted to the Juvenile Probation Department's Contract Coordinator within the first 10 days of every month for all activity that occurred the previous month.

- k. A bi-weekly contact log shall be submitted to the Contract Coordinator the Monday prior to each scheduled court review session. The contact logs shall be accompanied with a copy of all the corresponding documentation to support all of the contacts reported on the contact log.
- l. Completed psychiatric evaluations and any other required documentation shall be submitted to the Juvenile Probation Department's Contract Coordinator within 10 working days following the appointment.

9. Communication

- a. All team members with the exception of the psychiatrist will staff all cases on a weekly basis to discuss all cases for approximately one hour. The assigned probation officer and service provider shall document the staffing and clearly indicate the discussions in each child's case notes as it pertains to the existing treatment plan and any new matters that are pertinent to the case.
- b. Psychiatrist will participate in case staffing's as required by the court for approximately one hour. The assigned probation officer and service provider shall document the staffing and clearly indicate the discussions in each child's case notes.
- c. Regular telephonic, electronic or in-person communication with Probation Officers as required.

B. OTHER REQUIREMENTS

- 1. The awarded Vendor may be called to testify in a Court of Law.
- 2. Knowledge of the juvenile probation systems in Texas and familiarity and experience with working closely with juvenile probation departments, the Texas Juvenile Justice Department (TJJD) and its programmatic standards for the Special Needs Diversionary Program (SNDP).
- 3. Services must be available on evenings and weekends. Crisis calls may require clinical team members to respond in-person at the clients' home.
- 4. Attendance at the Texas Juvenile Justice Department (TJJD) annual conference is REQUIRED and must be calculated into bid costs. On average the clinician and case manager must attend at least one annual conference.

THE FOLLOWING IS FOR ALL SERVICES MENTIONED ABOVE:

GENERAL:

The services requested shall be provided for a period of three (3) years. The County shall have the option to renew the contract for two (2) additional one (1) year terms upon the same terms

and conditions contained in its original agreement with the selected vendor by providing written notice to the vendor.

INSURANCE:

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 insured. 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 RFQ 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 RFQ package.

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.

By responding to this Request for Qualifications, vendor warrants that it 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 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 provision 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 County 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.

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 Justice Department, 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 response must declare that all persons, companies or parties interested in the contract as principals are named therein; that the response is made without collusion with any other person, persons, company or parties submitting a response; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the response has authority to contractually bind the vendor.

FINANCIAL INFORMATION:

The selected vendor shall 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, 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 private insurance plan is

available. The Juvenile Probation Department shall be the payer of last resort. Vendor shall not bill 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.

Vendor shall submit invoices on 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 Department Director of Special Programs. 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 name, type of service and related cost. Medical follow up sign in sheet must be submitted with invoice as supporting documentation. The Department will process the invoice for payment through the County Auditor's Office within forty five (45) days of receipt. If supporting documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department's Contract Coordinator.

Vendor shall maintain separate accounting records designating receipt and expenditure of 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.

The following agencies may request to review the vendor's records: El Paso County authorized representative, the State of Texas, and/or the Federal Government. The vendor must maintain and make available for inspection, audit or reproduction any books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with the Juvenile Probation Department, as requested by an authorized representative of El Paso County, the State of Texas, or the Federal Government.

Vendor shall provide semi-annual and annual financial statements to include but are not limited to:

- 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 seven (7) years after the end of the contracted period. If any litigation, claim or audit involving these records commences before the seven (7) year period expires, the vendor must keep records and documents for not less than seven (7) 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 of 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.

REQUIRED FORMAT:

Each applicant shall submit one response. The response must be submitted as an original plus three (3) electronic copies in PDF format, printed on a flash drive as stated in the RESPONSE SUBMISSION section.

Application materials could accidentally get out of order when being processed, thus every sheet of the response must be numbered. 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 response 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
- Response Narrative
- References
- Budget/Cost
- Application Forms & Certifications

A. COVER PAGE

Each response must have the Response Schedule form as the cover page.

The cover page must:

- Identify the RFQ (i.e., Response for the Special Needs Diversionary Program);
- Identify the applicant organization;
- Identify the applicant organization's contact person,
- Identify the applicant organization's address, phone and FAX, and
- Indicate the date of the response.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each response.

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 RFQ;
 1. be signed by the person authorized to contractually obligate the organization;
 2. acknowledge receipt of any and all amendments to this RFQ; and
 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. RESPONSE NARRATIVE

1. Response to the Scope of Work - Describe your organization's qualifications and experience familiarity and knowledge of the Special Needs Diversionary Program and Mental Health Court operations in Texas under this RFQ's SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
 - a. Intensive in-home therapeutic services;
 - b. Working with priority mental health diagnosis population

- c. Explanation of the various therapeutic modalities that will be utilized to address the varying and complex issues presented by program participants and their families;
 - d. Familiarity with the Texas Family Code and procedure pertaining to juvenile probation;
 - e. Experience working with related judicial entities working with the juvenile delinquent population (for example: public defenders, district attorneys, juvenile court judges, drug court administrators and judges);
 - f. Familiarity with various clinical assessment instruments and how they will be utilized in service delivery;
 - g. Understanding of and experience with group based Cognitive Behavioral Therapy and Strengthening Families curriculum. Must adopt an evidence based cognitive behavioral curriculum. Must be specific in outlining the modality to be used as part of this response and the level of training and experience of the individual(s) to facilitate the group.
 - h. Transition and discharge planning are an integral aspect of the program. Effective transitioning from a mental health court model to community based services available to aid and support the family beyond their involvement in the juvenile justice system, is essential for long term success. Describe your experience and collaboration with community based agencies that can meet the myriad of needs which juveniles and families may need to achieve long term success beyond their involvement with the JPD.
3. In detail, explain how your organization will address, incorporate, and coordinate all components of this RFQ's SCOPE OF WORK.
 4. Identify the lead professional and his or her qualifications and experience in performing these types of services. If applicable, identify any other professional staff and their qualifications and experience.

E. REFERENCES

The vendor shall provide 3 references of agencies to whom it has provided similar services as described in this RFQ. Provide agency name, address, contact name, email address and phone number.

F. RFQ TWO-STEP PROCESS: SEALED COST/PRICE SHEET

Per the requirements of statute 2254, the award must be based on the most qualified firm or firms and pricing cannot be a determining factor in award.

For the purposes of this Request for Qualifications, the County will use a two-step process:

Each submitting firm **will include with their response, the cost/pricing in a sealed envelope marked with the words: "Pricing for RFQ Number/Name"**.

- Once the County has determined the most qualified firm, only that firm's pricing envelope shall be opened. The County will then accept the price or begin negotiations in accordance with the requirements of 2254.

- In the case where the County seeks multiple awardees or a pool of firms, the top qualified firms will follow the same process to ensure that price is not a determining factor in award and in accordance with the requirements of 2254.

The contract period for this RFQ is three years and may be renewable on a year-to-year basis for a period not to exceed 2 additional years. The applicant must provide a detailed budget including but not limited to travel, per diem, salaries, fringe benefits and any other applicable budget items. A narrative description of each proposed cost must be provided. A cost per client or cost per day is required.

1. Cost per day or per service per juvenile to provide all therapeutic, case management, and court related activities as outlined in this request for responses.
2. Cost per psychiatric evaluation
3. Cost per medication management appointment
4. Cost per hour for psychiatric consultation for staffing meetings
5. Cost per aftercare visit (minimum of two visits per month for approximately three months)
6. Menu of non-traditional services to be provided and cost associated for each service

Administrative expenses, transportation, communications with family, school, travel and training, are inclusive of all services provided and may not be billed as a separate cost. Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments.

G. APPLICATION FORMS & CERTIFICATIONS

(REQUIRED DOCUMENTS TO BE SUBMITTED):

- d. Typed sample of psychiatric evaluation
- e. Typed sample of treatment plan
- f. Typed sample of the monthly reviews
- g. Typed sample of a transition plan
- h. Typed sample of a discharge summary
- i. Typed sample of a monthly aftercare progress report
- j. Copies of license of individuals performing the services.
- k. Listing of all Medicaid and private insurance companies the bidder is contracted with to provide services and seek reimbursement.

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

RESPONSE EVALUATION

Responses shall be evaluated using the following weighted criteria. It is important that responses address each item in sufficient detail to provide the best possible evaluation:

Response Scoring:

Description of how the organization will address, incorporate, and coordinate all components of the Scope of Work	40%
Qualifications and Experience of the Therapist(s) and Case Manager(s), and Licensed Psychiatrist	35%
Experience of the Organization (Service history with juvenile population, experience working with JPD/TJJD, familiarity with SNDP and courts)	15%
References	<u>10%</u>
TOTAL	100%

******PRICING MUST BE SUMITTED IN A SEPARATE
SEALED ENVELOPE MARKED****:**

“PRICING FOR:

**RFQ# 18-037
Special Needs Diversionary Program (SNDP)
Intensive In-Home Mental Health Services for
the Juvenile Probation Department”**

Note: Any firm that does not submit pricing in a separate sealed envelope marked accordingly **will not** be considered for award.

Name _____ Address _____

Contact Name _____ Phone Number _____

E-mail _____

Description	Cost
Cost per day or per service per juvenile to provide all therapeutic, case management, and court related activities as outlined in this request for responses	\$
Cost per psychiatric evaluation	\$
Cost per medication management appointment	\$
Cost per hour for psychiatric consultation for staffing meetings	\$
Cost per aftercare visit (minimum of two visits per month for approximately three months)	\$
Menu of non-traditional services to be provided and cost associated for each service	

List any Exceptions to the specifications:

Signed _____ Printed Name _____

Title _____ Date _____

CLIENT Reference Form

(Three (3) references are required, make copies of this form)

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data

required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Request for Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF PROPOSALS

El Paso County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

22. PROPOSAL IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

23. BID/PROPOSAL DISCLOSURES

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

25. INDEMNIFICATION

A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

B. 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. A 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.

26. **PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
County named as “Additional Insured”
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as “Additional Insured”
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder shall carry in full force Workers' Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by

successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

County of El Paso shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid and/or make recommendations for award are included in this bid. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Of Interested Parties (only required of vendors who are awarded the bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30

days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

29. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

30. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contact resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and

3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

31. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

35. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

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 (a)

(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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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?

3. **No. The bidder is not requesting the Health Insurance Benefits Preference.**

Checking Box #3 will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, Suite PU300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFQ #18-037, Special Needs Diversionary Program (SNDP) Intensive In-Home Mental Health Services for the Juvenile Probation Department

Dear Vendor:

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. Attached is a copy of the Questionnaire.

In filling 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 Ruben J. Vogt
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Araceli Hernandez, Formal Bid Buyer
Blanca Carbajal, Procurement Data Analyst
Oscar Avila, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Diana Shearer, Assistant County Attorney
Ian R. Kaplin, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Rosie Medina, Director of Special Programs
Ruth Fierro, Family Drug Court Coordinator
Joseph Charter, Clinical Supervisor
Angelique Gaxiola, Contract Coordinator

Adopted 06/29/2007

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental 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.

This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS

Solicitation Check List

RFQ # 18-037
Special Needs Diversionary Program (SNDP)
Intensive In-Home Mental Health Services for
the Juvenile Probation Department

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

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

_____ Did you sign the Signature Page?

_____ 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?

_____ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

_____ Did you sign and complete the required “Conflict of Interest Questionnaire”?

_____ Did you sign and complete the required “Certificate of Interested Parties form”?

_____ Did you complete and sign the required “Ethics Training Affidavit Form”?

_____ Did you provide one (1) original and six (2) electronic versions (CD/DVD/Flashdrive) in Word/PDF Format of your response? Electronic copies must reflect original hard copy.

_____ **Did you submit the price sheet in a separate sealed envelope labeled “RFQ #18-037, Special Needs Diversionary Program (SNDP) Intensive In-Home Mental Health Services for the Juvenile Probation Department”?**

_____ **Note:** Any firm that does not submit pricing in a separate sealed envelope marked accordingly **will not** be considered for award.