



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Wednesday, January 24, 2018 to be opened at the County Purchasing Office the same date for Secure and/or Staff-Secure Residential Treatment Services for Post-Adjudicated Youth.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Wednesday, January 24, 2018
Secure and/or Staff-Secure Residential
Treatment Services for Post-Adjudicated Youth
RFP Number 19-011**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: oavila@epcounty.com or bidquestions@epcounty.com before Thursday, January 10, 2019, at 12:00 p.m. Proposal 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 ; click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered.

Successful proposer shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

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

RFP 19-011 Secure and/or Staff-Secure Residential Treatment Services for Post-Adjudicated Youth Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

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 THE PROPOSAL SUBMITTED*****

**Secure and/or Staff-Secure
Residential Treatment Services for
Post-Adjudicated Youth**

RFP 19-011



**Opening Date
Wednesday, January 24, 2018**

I. Purpose

The purpose of the El Paso County Juvenile Probation Department's (JPD) Request for Proposal (RFP) is to create a pool of qualified facilities to provide Secure and/or Staff-Secure Residential Treatment Services for post-adjudicated majority moderate to high risk male and female juvenile offenders ages 10-17 whom have historically encountered treatment barriers due to being excessive runaways, failure in community based treatment, or lack of parental/guardian supervision/support. JPD reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or all of the services proposed below. These services will be used as-needed or determined to be in the best interest of the youth, at the discretion of the County Juvenile Probation Department and any resulting contracts will commence at a mutually agreed upon date.

During the course of the contracted term of this pool of qualified facilities, it is the intent of the County to allow additions to the list as deemed necessary by the JPD. Any facilities wishing addition to the pool of facilities during the term of this contract will be required to submit all qualifications documents, required forms, and any other requirements as identified in this specification, to be reviewed and approved by JPD staff. The intended review period for any requested additions will be quarterly following the commencement of the contracted pool of facilities resulting from this RFP.

II. Background Information

JPD is an agency of the County of El Paso, Texas, and is responsible for the care and custody of juveniles with delinquent conduct who have been adjudicated and disposed by the courts. JPD serves as the legal entity to process and dispose of all Class A, B and Felony delinquent referrals in the county. JPD is tasked with providing diversionary programming, community supervision to post-adjudicated youth, and operates both a pre and post adjudication facility.

III. Scope of Work

This RFP is to contract for Secure or Staff Secure Residential Programs for majority moderate to high risk male and/or female offenders ages 10 to 17. Facilities that provide varying levels of care shall fully describe each level to include services provided and their respective minimum frequency. Facilities must have the capacity to provide child and/or adolescent services by separating youth based on developmental age to ensure safety. JPD is seeking to obtain a safe residential setting where juvenile offenders can receive individualized treatment services in the following areas (as applicable per child):

- Sex Behavior Treatment (SBT)
- Alcohol and other drug (AOD) treatment
- Mental Health (MH)
- Psychiatric Treatment

- Intellectual Disability Treatment (Autism Spectrum Disorder, IQ's below 70, etc.)
- Behavioral Disorders
- Trauma Focused (Post Traumatic Stress Disorder (PTSD), Reactive Detachment Disorder (RAD), etc.)
- Human Trafficking
- Gender Specific
- Pregnant Teens

The selected provider(s) will engage in management practices that promote the safety and well-being of staff and youth; establish clear expectations of behavior and an accompanying system of accountability for youth and staff that promote mutual respect, self-discipline and order; protect public safety; identify and effectively respond to youth health, mental health and related behavioral problems. Selected providers are expected to utilize evidenced based/informed and/or innovative approaches to treatment services which are supported by empirical literature and align with both trauma informed care principles as well as the system of care core values. Furthermore, providers shall use validated/best practice diagnostic, treatment and prevention protocols; provide meaningful opportunities and services for youth to improve their education and vocational competence, and effectively address underlying behavior problems and prepares them for responsible living in the community.

A. Evidence-Based/Informed Practices

Responses are expected to include the use of evidence-based/informed and/or innovative approaches to treatment services which are supported by empirical literature and align with both trauma-informed care principles as well as the system of care core values: to provide care that is youth-guided and family-driven, and culturally competent using evidence-based/informed practice(s). The responses should demonstrate the bidder's ability and experience with evidence-based/informed clinical interventions and practices that have been shown to effectively meet the diverse physical, emotional, cognitive, and behavioral needs of the children and their family.

Responses should identify the specific evidence-based/informed intervention(s) and practice(s) to be used in services proposed, how staff is trained in the evidenced-based practice(s) proposed, and how staff skills are sustained in evidence-based/informed practices. For the chosen evidence-based/informed practice(s) selected, bidders must include documentation of research supporting their selection.

B. Cultural Competency

JPD encourages all providers to ensure programming, including all treatment services and milieu, occurs in the context of cultural competency. Provider shall make accommodations to provide services in the youth's/family primary language when necessary (Spanish or sign language primarily). This will include but not be limited to appropriate training for staff in the areas of gender and racial sensitivity, support for religious beliefs and customs, acceptance of Sexual Orientation Gender Identification/Expression (SOGIE) of youth. Responses should address how the program will ensure that staff are skillful in working with and ensuring the safety of sexual minority youth.

C. Target Population

Majority of the youth referred will be male or female moderate to high risk adjudicated youth within the jurisdictional age of the Texas juvenile justice system and in the custody or under the supervision of JPD. Bidders should anticipate treating youth with a broad range of issues. In addition to the presenting diagnosis and risk factors, bidders should anticipate receiving youth with symptoms which may include but not be limited to:

- Sex Behavior Treatment (SBT)
- Alcohol and other drug (AOD) treatment
- Mental Health (MH)
- Behavior Modification
- Psychiatric Treatment
- Intellectual Disability Treatment (Autism Spectrum Disorder, IQ's below 70, etc.)
- Behavioral Disorders
- Trauma Focused (Post Traumatic Stress Disorder (PTSD), Reactive Detachment Disorder (RAD), etc.)
- Human Trafficking
- Gender Specific
- Pregnant Teens

D. Levels of Care (if applicable)

Below are the minimum recommended levels of care for those facilities that offer tiered levels of care based on individualized needs:

Moderate Level of Care		Specialized Level of Care		Intensive Level of Care	
Service	Minimum Frequency	Service	Minimum Frequency	Service	Minimum Frequency
Individual Therapy	One 50-minute session every other week	Individual Therapy	One 50-minute session per week or every other week	Individual Therapy	One 50-minute session per week
Group Therapy	Two 50-minute sessions per week	Group Therapy	Two to three 50-minute sessions per week	Group Therapy	Three 50-minute sessions per week
Family Therapy	One 50-minute session per month	Family Therapy	One 50-minute session per month	Family Therapy	Two 50-minute sessions per month
Skills/Psycho-educational	Three 50-minute sessions per week	Skills/Psycho-educational	Three 50-minute sessions per week	Skills/Psycho-educational	Three 50-minute sessions per week
Psychiatric Consultation	Upon referral, as needed	Psychiatric Consultation	Upon referral, as needed	Psychiatric Consultation	Initial (within 30 days) and upon referral, as needed
Documentation/ Review	Monthly, upon discharge	Documentation/ Review	Monthly, upon discharge	Documentation/ Review	Monthly, upon discharge***
<p>144 total treatment hours based on 6 mo. length of stay and 24 treatment hours per month.</p> <p>PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a structured, trauma-informed residential treatment setting designed to improve the child's functioning. Non-secure setting is strongly preferred. Services are culturally and linguistically competent and youth and family-centered. 		<p>252 total treatment hours based on 9 mo. length of stay and 28 treatment hours per month</p> <p>PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a highly structured, trauma-informed residential treatment setting, designed to improve the child's functioning. Services are culturally and linguistically competent and youth- and family-centered. 		<p>Averages 35 treatment hours per month. Total treatment hours are based on need.</p> <p>***Youth at an intense level of care require transition to clearly planned and documented step-down or aftercare services. These hours are not included in the monthly recommendations.</p> <p>PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a highly specialized, trauma-informed residential therapeutic setting that serves a clearly identified unique population of youth with a focus typically on short-term intervention or psychiatric stabilization. Services are culturally and linguistically competent and youth and family-centered. 	

Moderate Level of Care	Specialized Level of Care	Intensive Level of Care
<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision and guidance that is more than routine in order to ensure the child's physical and emotional safety. Intervention from clinical professionals and appropriately trained/certified paraprofessionals is designed to maintain or improve functioning appropriate to the child's needs, age, and development. • Services reflect a range of treatment and rehabilitative interventions, including individual and family therapy, ongoing assessment, skills building, psychoeducational programming, individualized educational services, and social and recreational activities. • Treatment is based on individual assessment and is responsive to documented needs. May include focus on specialized populations, not limited to mental health, substance use, or sexual behavior treatment. • Appropriate youth include those who display one of more of the following: occasional physical aggression, frequent non-violent misbehavior, minor self-injurious acts, and/or moderate risk of harm to self or others. Youth requiring substance abuse treatment are those at risk of developing substantial problems without intervention or those with a history of substance abuse disorder requiring aftercare and relapse prevention. Youth requiring sexual behavior treatment include those with moderate treatment needs. • Requires monthly status reviews, monthly written summary of progress, and written summary of progress and transition plan upon discharge to the juvenile probation officer. 	<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision and guidance that is highly structured and that provides 24-hour monitoring in order to ensure the child's physical and emotional safety. Intervention from professionals and appropriately trained/certified paraprofessionals is designed to attain or improve functioning appropriate to the child's needs, age, and development. • Services reflect a full range of treatment and rehabilitative interventions, including individual and family therapy, ongoing assessment, skills building, psychoeducational programming, individualized educational services, and social and recreational activities. • Treatment is based on individual assessment and is responsive to documented needs. Focus includes specialized populations, not limited to mental health, substance use, or sexual behavior treatment. Includes services for multiple or complex needs. • Appropriate youth include those who display one of more of the following: frequent or unpredictable acts of aggression, frequent and unpredictable non-violent misbehavior, markedly withdrawn or isolated, serious self-injurious behaviors and/or recent suicide attempts, and/or behaviors that present a significant risk of harm to self or others. Youth may have specialized treatment needs in one or more of the following areas: mental health, substance use that causes severe impairment or a primary diagnosis of abuse or dependency, co-occurring disorders, and/or a high need for sexual behavior treatment. • Requires monthly status reviews and monthly written summary of progress. Also requires written summary of progress, transition plans, and (as needed) referrals upon discharge to the juvenile probation officer. 	<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision that provides 24-hour monitoring and that may include one-to-one supervision with the ability to provide immediate on-site response. Supervision is provided in order to ensure the child's physical and emotional safety. Intervention from staff with highly specialized training and/or licensure is designed to provide intense therapeutic interventions and improve functioning appropriate to the child's needs, age, and development. • Services are designed specifically for each youth within the specialized population to effectively assess, stabilize, manage, and treat this population in a developmentally-appropriate fashion. Appropriately licensed medical, mental health, or other designated professionals manage and administer this intensive service model. • Treatment is based on individual assessment and is responsive to documented needs with a focus on highly specialized populations. Assessment of continued need for treatment at this level is ongoing and documented. • Appropriate youth include those who display severe deficits in functioning and exhibit one or more of the following: extreme acts of physical aggression causing harm, reoccurring major self-injurious acts or serious suicide attempts, other behavioral difficulties that present a critical risk of harm to self or others, and/or severely impaired reality testing or communication skills. Youth have needs for highly specialized, complex treatment in one or more areas. • Requires monthly status reviews and monthly written summary of progress. Discharge requirements include: review with probation officer and/or family and detailed written summary of progress, transition/aftercare plans, and linkage to appropriate services.

IV. Anticipated Number of Clients to Be Served

JPD does not guarantee a minimum or average number of referrals to any provider; however, based on historical data, JPD continues to be in need of contracted providers to provide an array of specialized services to target the individualized needs of youth.

Staff Secure Residential Treatment Services

Fiscal Year	Total # of Youth Served	Total # of Admissions	Total # of Discharges	Average Length of Service For Discharged Youth
FY15 (October 1, 2014-September 30, 2015)	6	5	5	132
FY16 (October 1, 2015-September 30, 2016)	11	9	8	155
FY17(October 1, 2016-September 30, 2017)	13	10	5	201

Secure Residential Treatment Services

Fiscal Year	Total # of Youth Served	Total # of Admissions	Total # of Discharges	Average Length of Service For Discharged Youth
FY15 (October 1, 2014-September 30, 2015)	18	17	9	165
FY16 (October 1, 2015-September 30, 2016)	23	12	18	174
FY17(October 1, 2016-September 30, 2017)	16	11	11	194

V. Service Components

A. Residential Services

Successful vendors shall provide a list of targeted services to meet the identified needs of the youth referred. If varying levels of care are provided, vendor must provide a detailed description of the criteria for each level, services and frequency of services for each level available. Furthermore, vendor shall describe the process/criteria and/or timeframe followed to move youth between the levels being proposed. Vendors must describe their expertise in providing treatment for their specific areas of expertise as outlined in section III and discuss their experience working with juvenile justice involved youth and willingness to work with JPD. For youth receiving

residential treatment, the length of stay is clinically driven to address identified risk/needs as indicated in the PACT, R-PACT and/or ERASOR/MEGA/JSOAP or other relevant assessments.

The programs must aspire to become a stabilizing event in the care of each resident, helping him/her to avoid further involvement with the juvenile justice system and to return to the community and make a successful transition to a responsible and crime-free life. The programs must provide treatment, medical services, educational, physical activities and a safe and secure environment seven (7) days a week, twenty-four (24) hours per day.

Essential service components shall include the following:

- Risk assessment and/or re-assessments;
- Sexual victimization and perpetration therapy;
- Family therapy;
- Individual counseling;
- Grief therapy;
- Anger management;
- Group counseling;
- Substance abuse education/treatment;
- Trauma Informed therapy;
- Psychiatric and psychological services;
- Conflict resolution; and
- Educational services, including Special Education accommodations.

The program shall provide:

- Individualized treatment, educational services and supervised activities designed to reduce recidivism;
 - A Program where youth can express their feelings and concerns as they explore the nature of their offense(s) and the impact of their behaviors upon their community;
 - Individualized treatment services to help reduce recidivism;
 - Assistance with the development of an individualized safety plan;
 - Assistance with understanding and addressing their community reintegration/relapse prevention plan;
 - Preparation to assist youth for successful reintegration back into their community;
 - Assistance with meeting community service and/or restitution obligations whenever possible; and
 - Employment of experienced, diverse, and well trained staff who can engage positively and assist the youth and their families with understanding their situation

and identifying strategies to help them improve their lives.

The following program elements must be included:

- Documentation of evidence-based/informed treatment and service components suitable to the program's target population and in alignment with trauma-informed and system of care core values to provide care that is youth-guided and family-driven and culturally competent using evidence-based/informed practice(s) in its program models;
 - Administering and scoring of appropriate assessments for youth and ensuring the service/treatment goals included in Child/Family Service Plans (CFSP) and Discharge Summary/Relapse Prevention/Safety Plans are in relation to identified risk/needs;
 - A behavior management program that supports increased capacity for self-regulation;
 - Specifics on how the program will involve and engage immediate and extended families and other persons potentially supportive of the youth;
 - A full schedule of activities each day/evening, with special emphasis on weekend programming. Full staffing will be maintained 24 hours/day, 7 days/week;
 - Programs should be able to define their basic "privilege earning" or behavioral management program;
 - Programs should define the content and frequency of services that may include individual, group and family counseling;
 - Constructive use of leisure time with indoor and outdoor recreational activities available to the residents;
 - On-site certified educational programming inclusive of programming for both regular and special education students. Educational services may be provided directly, through the public school system or through a sub-contract for educational services;
 - Assurance that all local and/or federal regulations regarding special education are strictly adhered to and documented in separate educational files for each youth served;
 - Included in the program per diem, the program will have the capacity to support at minimum weekly phone contact with families and parental site visits in accordance with program design and length of stay factors and in coordination with the assigned JPD probation officer and case manager;

- Capacity to provide medical, dental, mental health and substance abuse services either directly or through subcontracted providers for the population that they accept;
- Group and individual counseling will be offered with a focus on assisting youth to experience personal success and develop self-esteem.

B. Staff Requirements

Respondent must describe its willingness to provide structure and supervision for TJJD youth under the following requirements:

1. Direct Care Staff

- a. Direct care staff to youth ratio must be:
 - 1 staff to 12 youth 6am to 10 pm.
 - 1 staff to 16 youth from 10 pm to 6am.
- b. Direct care staff to youth ratios will include only staff providing direct supervision to JPD youth. Supervisors, Caseworkers and Educators will not be considered as direct care staff and will not be counted for purpose of the ratio.
- c. Respondent must describe its plan to deploy staff according to the activities that youth are engaged in, for example, during school, recreation, or while in their dorm.
- d. If the proposed program is located in a facility with other programs, Respondent must describe its plan to deploy staff to manage interactions between referred youth and these populations.
- e. Respondent must describe its plan to deploy staff during the school day in or near classrooms.
- f. Respondent must state its willingness to deploy direct care staff so that these staff are at least 21 (twenty-one) years of age.
- g. Respondent must submit job descriptions for direct care staff that define duties, knowledge, skills and abilities. Proposals that include a requirement for staff experience in working with juvenile male and female offenders will be evaluated more favorably.

2. Clinical and Other Staff

Respondent must describe how it will provide clinical staff. At a minimum, Respondent must provide the following:

- a. All counseling or treatment services will be provided by fully Licensed or Certified Professionals such as Chemical Dependency Counselors, Licensed Professional Counselors, or Qualified Credentialed Counselors.
- b. Clinical staff must include one Masters level therapist for every 24 youth.
- c. The Facility Administrator must have experience managing or supervising a program for juvenile offenders. Respondent must submit a Resume of proposed Facility Administrator.
- d. Other staff may include the positions needed for the safe and efficient operation of the proposed facility.
- e. Respondent must list all proposed clinical and other staff positions and copies of certifications and licenses must be provided.
- f. Respondent must submit job descriptions for clinical and other staff positions that define duties, knowledge, skill, and abilities. Proposals that include a requirement for staff experience in working with juvenile offenders will be evaluated more favorably.

3. Health Care

Respondent must provide JPD approved system for providing health care (medical, dental, vision, prescriptions, and emergency care) for referred youth in the proposed program.

- a. Respondent must provide a designated Health Authority (licensed physician or mid-level practitioner under the direction of a licensed physician) who has responsibility for health care services for youth at the facility.
- b. JPD will reimburse the facility for the care and treatment required by referred youth, not insured. Respondent must state its willingness to obtain an authorization of service prior to the delivery of services, except in the case of an emergency.
- c. Respondent must identify health care providers in the local community that are interested in providing health care to JPD youth.
- d. Respondent must state its willingness to provide 40 hours per week of on-site nursing services during normal business hours and on call nursing services 24 hours a day. On-site nursing coverage must be provided either by registered nurses (RNs) or licensed vocational nurses (LVNs). The facility must follow all applicable Board of Nursing Regulations.
- e. Respondent must state its willingness to provide a psychiatrist for medication management for youth on psychotropic medications.

- f. Respondent must state its willingness to require that staff administering psychotropic medications will be trained in the administration and side effects for these medications. This training must be updated annually, documented in training or personnel files, and conducted by a registered nurse, pharmacist, or medical doctor.
- g. Respondent must state its willingness to provide over the counter medications, medical supplies, and first aid to JPD youth.
- h. Respondent must state its willingness to provide supervision for youth sent off-site to a hospital. Supervision to be provided at a rate of 1 staff per youth for the duration of the hospital stay.
- i. Respondent must state its willingness to transport referred youth to and from health care appointments.
- j. Respondent must describe the provision of on-site or on-call nursing staff.

4. Training Requirements and Restraint Technique

Each employee whose primary duty includes the supervision of referred youth must have adequate and proper training, both classroom training and on-the-job training, before the employee can have sole supervision responsibilities. Sole supervision is defined as staff that are eligible to be included in the direct care staff to student ratio. The training must provide the employee with information and instruction related to the employee's duties, including the following areas:

- a. The juvenile justice system;
- b. Security procedures;
- c. Signs of suicide risks and suicide precautions;
- d. Signs and symptoms of the abuse, assault, neglect, and exploitation of a child, including sexual abuse and sexual assault, and the manner in which to report the abuse, assault, neglect, or exploitation of a child;
- e. The neurological, physical, and psychological development of adolescents;
- f. Appropriate restraint techniques;
- g. The Prison Rape Elimination Act of 2003;
- h. Interpersonal relationship skills;
- i. First aid and cardiopulmonary resuscitation;
- j. Counseling techniques;
- k. Conflict resolution and dispute mediation, including de-escalation techniques;

- l. Behavior management;
- m. Mental Health issues; and
- n. Employee rights, employment discrimination, and sexual harassment.
- o. The Respondent must describe its staff training program for behavioral modification and correctional/clinical treatment program. Staff must have at least annual updates and skills building training on the program.
- p. Staff training components should reflect developmental and social understanding for male and female juveniles. Training should include but not be limited to: developmental milestones for male and female adolescents, sexual education, cultural competency to include LGBTQ-GNC and building healthy relationships. Training should also include strategies for responding to aggressiveness, post-partum depression, promoting team building, channeling excessive energy, and promoting positive behavior.

C. Family Involvement and Discharging Planning

Engaging the youth's family and other informal supports at the time of admission and throughout treatment is essential to effective intervention.

1. Residential Services

While youth are in residence, the programs shall work with each of their families or community caretakers and JPD staff to support progress during the time the youth is in the program as well as to prepare for the youth's return to the community. As a part of the latter, the agencies must consider their approach for involving significant others throughout the treatment process. As each youth leaves the residential program, he/she must have an individualized Discharge Plan and Safety Plan for transitioning into the community. If the child is taking prescribed medications, a minimum 30 day supply of medications and/or a prescription refill shall be mailed to El Paso County two days prior to discharge. The Discharge Plan must include, but not be limited to: living arrangements, recommendations for any appropriate services such as continued treatment, community support and resources and special educational referrals. Plans will be in accord with those of JPD case management staff and the local education agency (LEA).

VI. **Funding**

Billing for services will be done on a Unit Cost (per-diem) basis for youth served and shall be based on the level of care provided by the facility and described as part of the bidder's response. Providers are required to stipulate the deliverables that are and are not included in the quoted per diem (e.g. room/board, treatment

services, regular and special educational services including psycho- educational testing, on-site or off-site medical, dental, vision and prescription services, clothing, transportation for admission and discharge, home passes, mandated court hearing attendance, etc.). In calculating these costs, JPD pays for the date of admission and all date's youth is served with the exception of the date of discharge. Any fee-for-service costs above and beyond those covered the per diem rate should be delineated in the bidder's proposal. Providers should note if the cost of parental site visits are or are not included in the quoted per diem rate. If included, please specify what travel/housing costs are included inclusive of frequency and duration of included parental visits.

- Provider Units Costs to include routine medical and dental care. Proposals should outline the types of health care evaluations/services available directly by the provider through subcontracted medical providers or provided via community resources.
- Service Agency shall complete and submit Texas Medicaid (when applicable) upon initial date of placement. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified timeframes. JPD will not subsidize Medicaid payments.
- Providers must agree to contact their local medical providers of choice and request that they enroll with Texas Medicaid. When Texas youth require medical services beyond the scope of the Program, the Provider shall make every effort to use providers who agree to participate with Texas Medicaid. Providers must also agree to exhaust all third party insurance options prior to seeking and Authorization of Service (AOS) from JPD prior to incurring medical service costs with the exception of emergency medical treatment.
- Providers must document their capacity to provide services for youth with accompanying mental health (e.g. psychotropic medication management or counseling needs) and/or substance abuse counseling/educational service needs through either the following:
 - Directly through qualified mental health and substance abuse providers employed by the provider and included in the program's per diem; or
 - Outside of the program's per diem through agreements or subcontracts with outside individuals or agencies with qualified mental health and substance abuse providers as defined by State requirements in which the services are rendered. If mental health and substance abuse services are provided through community agreements/subcontracted providers, Contractors must agree to pay subcontractors for these mental health and substance abuse services at the time the services are rendered and be reimbursed for pre-approved services by JPD through the monthly billing process.

VII. Monitoring

Provider must work with JPD to provide required reports and documentation of service. Internal review and evaluation of the program is the responsibility of the successful bidders. Provider shall submit data and written reports to JPD with documentation of performance measures outlined in this RFP.

JPD will conduct fiscal and program audits and provide consultation to assure quality services and efficient utilization. JPD agrees to notify the contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

The basis for program evaluation and monitoring includes the following:

- Periodic announced and/or unannounced on-site program monitoring by JPD.
- Compliance with the Contract for Residential Services.
- Progress toward behavioral and treatment outcomes.
- TJJD Private Service Provider Contractual Monitoring and Evaluation Report.
- Respondent must agree to allow TJJD to conduct monitoring and fully cooperate in all processes.
- Respondent must describe its efforts to take appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits.
- Respondent must state its willingness to be responsible for monitoring the day-to-day operations of the program and correcting deficiencies as they occur.
- Respondent must state its willingness to monitor the activities of consultants, subcontractors, subcontractor's employees, and volunteer workers to ensure compliance with applicable requirements and achievement of performance goals.

VIII. Quality Assurance Monitoring

JPD shall be responsible to implement a monthly Quality Assurance Process to track completion and timely submission of written Initial Service Plans, Assessments, Monthly reports, monthly conference calls and Discharge Summaries. Any and all deficiencies will be annotated and communicated to the provider.

IX. Evaluation Criteria

The qualifications received will be evaluated and ranked according to the following criteria:

- | | |
|--|-----|
| a. Quality of Response to Scope of Work | 20% |
| b. Quality of Overall Care Plan as Presented | 20% |
| c. Staff Qualifications, Certifications, Degrees, and Training | 20% |

d. Completeness and Overall Quality of Response and Documentation	15%
e. Provide Examples of Forms and Reports	10%
f. Financial Stability of Facility	7%
g. Minimum References Provided	5%
h. Health Care Provided to Facility Employees	3%
Total	100%

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 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 RFP 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 RFP package.**

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.

Any selected vendor will be required to attend state mandated training, Texas Family Code §261.101 *Persons Require to Report; Time to Report* for in-state providers. 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.

*Out-of-state providers shall be required to inform of their respective state law as it pertains to child abuse and neglect reporting, training and adherence thereof by the provider.

Any selected vendor shall comply with the Prison Rape Elimination Act (PREA) of June 20, 2012 (42 U.S.C. 15601, et seq.) and with all applicable PREA standards and TJJD policies related to PREA. Vendor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Contractor acknowledges that in addition to self-monitoring requirement, JPD will conduct announced or unannounced compliance monitoring visits including on-site monitoring. Failure to comply with PREA standards and related TJJD policies may result in termination of the contract.

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, Accounting Department. Letterhead shall contain an accurate mailing address and telephone number where vendor can be reached during

normal business hours. Vendor's invoice must indicate an invoice number and contract number, juvenile's 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 six (6) 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
- Cost (Sealed)
- Application Forms & Certifications

A. Cover Page

Each response must have the Response Schedule form as the cover page. The cover page must: Identify the RFP (i.e., SECURE AND STAFF SECURE RESIDENTIAL TREATMENT SERVICES FOR POST-ADJUDICATED YOUTH);

- Identify the applicant organization;
- Identify the applicant organization's contact person,
- Identify the applicant organization's address, phone, email 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, email and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
 1. Be signed by the person authorized to contractually obligate the organization;
 2. Acknowledge receipt of any and all amendments to this RFP; 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. Responsive Narrative

1. Response to the Scope of Work - Describe your organization's qualifications and experience familiarity and knowledge of the Secure and Staff Secure residential treatment services for post-adjudicated youth under this RFP's SCOPE OF WORK.
2. Response to the Service Components section
3. Response to the Funding section
4. Response to the Monitoring section
5. In detail, explain how your organization will address, incorporate, and coordinate all components of this RPS's SCOPE OF WORK.

E. References

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

The contract period for this RFP 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 based on level(s) of care being offered to include the following: all therapeutic, case management, 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; and
2. Menu of ancillary services not covered by the daily cost and provide a description and associated costs.

F. Application Forms & Certifications (REQUIRED DOCUMENTS TO BE SUBMITTED):

1. Typed sample of psychiatric/psychological evaluation.
2. Typed sample of treatment plan.
3. Typed sample of the monthly reports.
4. Typed sample of a discharge summary.
5. Copies of professional licenses/certifications of individuals performing the services.
6. Listing of required staff training with frequency for all administrative staff, direct care staff, interns and/or volunteers.
7. Listing of all Medicaid and private insurance companies the bidder is contracted with to provide services and seek reimbursement.
8. Listing of all assessments administered by vendor to aid in treatment planning.

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

PRICE SHEET
RFP 19-011
Secure and/or Staff-Secure Residential
Treatment Services for Post-Adjudicated Youth

Note: Any firm that does not submit pricing on the price sheet provided **will not** be considered for award. Additional information may be provided on a separate sheet.

Name _____ Address _____

Contact Name _____ Phone Number _____

E-mail _____

Description	Cost
Moderate Level of Care (per day cost)	\$
Specialized Level of Care (per day cost)	\$
Intensive Level of Care (per day cost)	\$
Ancillary services (describe and provide cost)	

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 Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/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 bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/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 bid/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 bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/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. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/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 bid/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 bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (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 Bid/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 BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/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 bid/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 bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/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 BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/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

Bid/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). Bid/Proposal will be either lump sum or unit prices as shown on the bid/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. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/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 BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/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 BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/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 bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/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 bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/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 bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/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 Bids/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. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to

provide notice to Bidder/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, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/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 bidder/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 Bids/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 bid/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 bid/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 Bid/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 bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance 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 BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

- A. Failure to use the bid/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 bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/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 Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will 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 BID/PROPOSAL

Bidders/Proposers may request withdrawal of a sealed bid/proposal prior to the scheduled bid/proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids/proposals may be withdrawn for a period of sixty (60) calendar days after opening of the bids/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/proposal and/or make recommendations for award are included in this bid/proposal. 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/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at:

<http://epcounty.com/purchasing/bids/default.htm>

Disclosure 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.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/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 bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to

put in a sham bid/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 bid/proposal price of the contractor or of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/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 bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 Bid/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 Bidder/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 bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/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 Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/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. Bidder/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 Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/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 BID/RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

Bidder/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 Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

35. MONITORING PERFORMANCE

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (3) pages of this document must be included in all responses.

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 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

*

* This page must be included in all responses.



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

RE: RFP 19-011, Secure and/or Staff-Secure Residential Treatment Services for Post-Adjudicated Youth

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
Blanca Guereca, 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
Diane Shearer, Assistant County Attorney
Ian R. Kaplin, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Roger Martinez, Chief Juvenile Probation Officer
Camar Jackson, Senior Probation Officer
Iris Escalona, Title IV—E Coordinator
Rosie Medina, PAVE Program Coordinator
Rose Butler, Probation Officer

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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
Check List**

**RFP 19-011
Secure and/or Staff-Secure Residential Treatment
Services for Post-Adjudicated Youth**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, January 24, 2018. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal 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 original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.