



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

Notice to Interested Parties

DUE TO THE CURRENT DISASTER DECLARATION

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Thursday, October 28, 2021**. Responses will be opened at the County Purchasing Office the same date for Drug Court Counseling Services for the County of El Paso Juvenile Probation Department. **No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is not responsible for late deliveries of any kind or any reason.**

Qualifications must be in a sealed envelope and marked:
“Qualifications to be opened Thursday, October 28, 2021
Drug Court Counseling Services for the County of
El Paso Juvenile Probation Department
RFQ Number 22-005”

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, October 14, 2021, at 12:00 p.m. RFQ Number and title must be on the “Subject Line” of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer’s responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; click button labeled “**Directory**”, search for and select “**Purchasing**”, click on button labeled “**List of Bids**”.

Award will be made based on an evaluation of qualifications and scope of services. **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES.** Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

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 request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

DUE TO THE CURRENT DISASTER DECLARATION

Note: The County of El Paso is not responsible for late deliveries of any kind or any reason.

Due to the County of El Paso Declaration of Local Disaster for the Public Health Emergency regarding COVID-19, The County Courthouse and all County Buildings and Facilities have closed to the public effective Monday, March 23, 2020, until further notice.

While all County buildings are closed to the public, all scheduled bid openings will occur via live video feed at the County YouTube Channel
https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg/videos.

During the live broadcast, citizens may call in at telephone (915) 546-2048 ext.4529. Allow for a 10-second delay during the live broadcast.

Joe Lopez
Interim Purchasing Agent

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I _____ am an officer, principal, or individual
(Full Name)

authorized to bind the company, known as

(Company name)

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

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



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

Memorandum

To: All Vendors

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

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

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915) 546-2048.

EL PASO COUNTY SIGNATURE PAGE

RFQ 22-005
Drug Court Counseling Services for the County of
El Paso Juvenile Probation Department
Vendor must meet or exceed specifications

Please submit one (1) original copy and two (2) electronic versions of the complete offer (CD/DVD/ Flashdrive) in Word/PDF Format of your statements of qualifications. Electronic copies must reflect the original hard copy.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant
Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

**Drug Court Counseling Services
for the County of El Paso Juvenile
Probation Department**

RFQ 22-005



**Opening Date
Thursday, October 28, 2021**

INTRODUCTION

The El Paso County Juvenile Probation Department “JPD” is seeking proposals for counseling services for children, ages 14-17, who are active with the El Paso County Juvenile Probation Department, and their families (defined herein). This Request for Qualifications (“RFQ”) and any resulting contract(s) will be administered by the Department. The County is seeking to award a 3 year contract with the option to renew for 2 additional years, upon mutual consent of both parties. **The County may award one or more contracts to qualified individuals or companies.**

DEFINITIONS

- 1) “JPD” or “County” – The El Paso County Juvenile Probation Department, its employees, and other County employees that may be involved in conducting this procurement.
- 2) “Proposer” – The individual(s) or companies responding to this Request For Qualifications. Proposer must include assigned staff of the company (licensed chemical dependency counselors (LCDC), licensed professional counselor (LPC), and/or licensed clinical social worker (LSCW) who are experienced working with adolescent youth involved in the juvenile justice system and have direct experience working as a team member of a specialty court(s) who will be assigned to provide services to referred youth and families.

MINIMUM QUALIFICATIONS

Proposed staff will be appropriately licensed in the State of Texas to perform the services listed in this RFQ and the proposer must have experience working with specialty courts.

- a) Therapeutic services must be performed directly by a licensed chemical dependency counselor (LCDC), licensed professional counselor (LPC), and/or licensed clinical social worker (LCSW) with experience providing substance abuse, co-occurring and mental health counseling services to adolescents.
- b) Proposer 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 proposer. Proposer will submit certification, approval or licenses with proposal.
- c) Proposer must describe the agency and/or personnel’s experience working with specialty courts.

Statement: Substance abuse among El Paso County youth is a problem often first acknowledged when a youth is referred to the Department. Youth and their parent/guardians are thoroughly interviewed and assessed to determine the risk to reoffend and identify needs. Post-adjudicated youth who demonstrate a moderate to

severe substance use diagnosis are referred by probation officers or the courts and staffed for participation in the juvenile drug court program. Participants in Drug Court are afforded the opportunity to receive substance abuse/co-occurring disorder treatment interventions to increase the probability of successful completion of the program. Increasing their protective factors will ultimately decrease the probability of the commission of new offenses. These participants are closely supervised by probation officers assigned to the Special Programs Unit and are drug tested a minimum of eight times per month and receive judicial status hearings a minimum of once per week for the majority of their program participation.

Statement of Purpose: The purpose of this proposal is to provide quality substance abuse counseling services to approximately 30 post adjudicated youths and families per year who demonstrate a need for substance abuse treatment services as indicated in screening and assessment tools in the Drug Court program. In turn it will facilitate their ability to achieve sobriety, enhance decision making and prevent youth from re-offending. Drug Court participants who will receive the services procured in response to this RFQ are abusers of alcohol and/or other drugs, and could also be challenged by any of the following risk factors: family violence, poverty, running away, truancy, poor school performance, gang involvement, referral to the juvenile justice system at an early age (10-13), CPS history, mental/behavioral health issues within the family; family members with a history of criminal behavior and/or unemployment of caretaker(s). Integration of the family into the provision of services is essential and required.

I. SPECIALTY COURT PROGRAM REQUIREMENTS

Scope of Work

A. Services must be evidence-based and include:

1. Ongoing assessment of the adolescent and their family;
2. Individual counseling;
3. Parenting education group;
4. Family therapy (focusing on conflict resolution and communication);
5. Group counseling (substance abuse, COPSD, etc.), with curriculum that provides instruction concerning how to make appropriate choices and strategies to avoid or recover from relapse;
6. Identification of the possible need for medical intervention as it relates to pharmacological treatment;
7. Health education as it relates to substance abuse.

B. The program design must contain the following elements:

1. Initial and ongoing assessment, including:
 - a. Diagnostic evaluation, which will involve the identification of the substance abused;
 - b. Social and symptom history;
 - c. Identification of individual and family strengths and challenges, with the term 'family' defined to include the participant's significant other, support group, and caretakers;

- d. Coordination of referrals for participants requiring more intensive medical and/or mental health services to other providers, as appropriate.
- 2. Development of individualized treatment plans, including:
 - a. Individualized goals and objectives for the participant and family;
 - b. Identification of services to be provided and timeline for service delivery;
 - c. Identification of support services needed by family;
 - d. Identification of parties responsible for assisting in attainment of goals and services;
 - e. Quantifiable means of measuring attainment of goals/objectives.
- 3. Program for substance abusers, including:
 - a. Individual counseling;
 - b. Substance dependence treatment, COPSD treatment and/or process groups;
 - c. Relapse awareness training;
 - d. Support system development training;
 - e. Skills training.
- 4. Parent Education Programming, to include:
 - a. Overview of adolescent development
 - b. Family Functioning;
 - c. Overview of drug abuse and addiction
 - d. Relapse signs and Recovery
 - e. Parenting strategies (i.e. Improved communication, setting limits, discipline, etc.)
 - f. Communication and conflict resolution
 - g. Support system development training.
- 5. Service hours must not conflict with school attendance or caregiver's work schedules.
- 6. Identification of the individualized services to be provided to participants and/or their families, the frequency at which each service will be provided, the minimum treatment period, and the average treatment period.
- 7. Provision of services must occur, at a minimum, on a weekly basis. Direct services to individual participants and their families will be coordinated with the program design and ideally shall have a maximum duration of 8 months. Variations to the frequency or duration of services will be consistent with the clinical needs of the participants as recommended by the assessments and clinicians.
- 8. Notification to program within 24 hours of non-attendance, and efforts to be undertaken in response to non-attendance to make up required services.
- 9. Weekly individual progress reports to the program addressing:
 - a. Compliance with services;
 - b. Attainment of goals/objectives;
 - c. Changes to service plan.
 - d. Number of scheduled sessions (Tuesday-Monday weekly schedule)
 - e. Number of scheduled sessions attended (Tuesday-Monday weekly schedule)

- f. Number of scheduled sessions missed (Tuesday-Monday weekly schedule)
- 10. Provide a copy of all assessments, reassessments, treatment plans, treatment plan updates/reviews, transition plans, relapse plans and discharges to the Director of Special Programs/ Senior Probation Officer.
- 11. Written plan for handling participant/family complaints and grievances.
- 12. Written plan for maintaining confidentiality of participant's records.
- 13. Method(s) to be utilized to measure contract outputs and outcomes.
- 14. Consultation by counselors with probation officer and/or supervisor assigned to the participant's case at a minimum of once per week at court review staffing.

C. Desired or Required Proposer Experience or Specialties:

- 1. Agency and staff knowledgeable and experienced working with specialty courts.
- 2. Experience in the areas of substance abuse and working with adolescents required.
- 3. Demonstrated knowledge of and commitment to cultural diversity. The Department and program serve a culturally diverse population. Proposer must be able to develop and/or maintain cultural competence. Cultural competence refers to a system of policies, skills and attitudes that enable an agency or individual to provide services in a manner that effectively responds to differences in cultural beliefs, behavior, learning and communication styles.
- 4. Proposer will utilize only professional staff certified or licensed by the appropriate State regulatory agency for the duty they are performing. The level of qualification for staff providing counseling services to participants and their families must be licensed mental health and/or chemical dependency professionals. Staff providing non-counseling services must have the requisite training and experience necessary to provide such services.
- 5. Proposer must have the technological capacity, capabilities, platform for service delivery (Zoom, TEAMS, Doxy.me, Go-to Meetings or any other platform that is HIPPA compliant) and experience in providing telehealth services. The main objective of telehealth services to ensure continuity of services during times of a pandemic, natural disaster and/or families' lack of reliable transportation.

II. OTHER REQUIREMENTS

- 1. Attend Annual Drug Court Training
- 2. Attend weekly drug court staffing at JPD
- 3. Attend weekly drug court review hearings at JPD or at County Courthouse.

III. COST- (SEE “PROPOSAL FORMAT” SECTION E- RFQ TWO-STEP PROCESS: SEALED COST/PRICE SHEET

Administrative expenses to include weekly staffing of cases, drug court hearings, and any consultation (treatment planning, appointment scheduling, coordination and provision of transportation, etc.), communication with family, school, travel and training shall be clearly outlined in the detailed budget proposal submitted as part of this RFQ. Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. Proposer will be required to substantiate all billed expenses. The department will not be financially responsible for missed appointments.

Proposer must establish procedures to seek and bill medical insurance companies for payment of services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. The proposer shall reduce the amount of the invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Service provider must not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. The proposer shall bill Insurance co-payments owed by families for services rendered may be billed directly to JPD with pre-approval from JPD Director of Special Programs. A copy of the Explanation of Benefits (EOB), denial of insurance coverage or similar documentation from the insurance provider indicating the co-payment amount due shall be furnished along with the invoice on a monthly basis.

IV. MEASUREMENT OF PROGRAM OUTCOME

A. Contract Outputs

1. Total number of participants referred for substance abuse counseling services.
2. Total number of participants who successfully complete their Service Plan.
3. Total number of participants who successfully complete their Service Plan in less than 8 months.
4. Total number of participants that demonstrate increased understanding of the negative consequences of substance abuse.
5. Total number of participants that demonstrate better anger management and conflict resolution skills utilization.
6. Total number of participants that demonstrate improvement in one or more of the following areas: grades, attendance, conduct at school and overall family functioning.
7. Total number of cases in which participating family members demonstrate increased knowledge about substance abuse issues and techniques for communicating constructively with family members.
8. Ratio of number of scheduled sessions per client vs. the number of sessions attended.

B. Contract Outcomes

1. Percentage of participants who successfully complete their Service Plan. "Successful completion of Service Plan" is defined as the participant attending 80% of all scheduled sessions, with the understanding that scheduled sessions can be made up by participant.
2. Percentage of participants who successfully complete their Service Plan who also successfully complete their period of supervision.
3. Percentage of participants who successfully complete their Service Plan who are not re-referred to the juvenile/criminal justice system within 12 months of said completion.
4. Percentage of participants who demonstrate increased understanding of the negative consequences of substance abuse.
5. Percentage of participants who demonstrate better anger management and conflict resolution skills utilization.
6. Percentage of participants who demonstrate improvement in one or more of the following areas: grades; attendance; conduct at school.
7. Percentage of participating families where a family member demonstrates increased knowledge about substance abuse issues and techniques for communicating constructively with family members.
8. Percentage of 'no shows'.
9. Percentage of in-home sessions.

TERM OF CONTRACT

The services requested will be provided for a period of three (3) years. The County will have the option to renew any agreement entered into with the selected proposer for two (2) one-year terms. Upon the same terms and conditions contained in its original agreement with the selected Proposer by providing written notice to the Proposer.

TERMINATION

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

INSURANCE

Proposer will comply with the Insurance Requirements as stated in the Provisions section of this RFQ.

Proposer must 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 proposer, its agents, employees, or sub proposers. Proposer must 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.

Proposer must maintain at proposer's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy will be with an insurance company licensed to do business in Texas and must be satisfactory to the County. All of said insurance policies will 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 must be included with proposal.**

BACKGROUND CHECKS AND TRAINING

Background checks and training for all current and future employee(s) or volunteer(s) working directly with youth must coordinate with JPD prior to any youth contact throughout the term of this Agreement. This will be done as needed and in the event that employees or volunteers are removed from duties and other employees or volunteers are secured.

A. Background Checks

1. Submit their fingerprints through the IdentoGo system for a criminal history search **(Exhibit A)**. Contractor and Committee Members will assume cost associated with this service.
2. Execute a Texas Law Enforcement Telecommunication System (TLETS)/ National Crime Information Center (NCIC) records check in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety **(Exhibit B)**.
3. Contractor must submit to an in-person interview with the Chief Juvenile Probation Officer, Roger Martinez, at a date and time scheduled by the Juvenile Probation Department.

B. Training

1. The Contractor will require all of its personnel who may have direct contact with JPD youth to attend the ANE/PREA training on abuse, neglect, or exploitation and reporting requirements. Contractor must attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of the Agreement.

2. Contractor will be required to attend state mandated training, Texas Family Code §261.107 Persons Require to Report; Time to Report. This provision deals with reporting child physical or mental health abuse or neglect. Contractor must attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.

LEGAL REQUIREMENTS

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

The selected Proposer 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 Proposer 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 with a selected proposer is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding. The selected proposer must 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 between the parties will 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 will be severed and will remain in full force and effect.

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

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

Proposer must 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 Proposer 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 Proposer in the provision of these services.

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

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

FINANCIAL INFORMATION

A Juvenile Probation Department employee will generate an authorization of service contract which identifies services to be provided, date and times of scheduled appointments needed on a monthly basis.

An authorization of service contract must be approved by the Juvenile Probation Department and received by the contractor prior to services being rendered. Failure to do so will result in the proposer absorbing the cost for services not approved. Proposer is required to designate an e-mail address or fax number of where the authorization of service contract must be submitted by the Juvenile Probation Department.

The selected Proposer will establish procedures, seek reimbursement and bill payment for covered services rendered pursuant to any agreement entered into with the Juvenile Probation Department from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. Proposer 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. Proposer 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 must 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 Proposer is later paid for the rendered service by any other funding source, Proposer shall reimburse all amounts to the Juvenile Probation Department within

thirty (30) days of receiving such payment. Proposer shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement.

Proposer must submit claims on invoices bearing Proposer's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Letterhead must contain an accurate mailing address and telephone number where Proposer can be reached during normal business hours. Proposer's invoice must indicate an invoice number and contract number, juvenile's and/or parent(s) name, type of service and related cost. Invoices for juvenile's services must be submitted separately from parent services. Family and group session sign in sheets must be submitted with invoice as supporting documentation. If the report/documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Accounting Department.

The Juvenile Probation Department receives an invoice from the Proposer, the Department will verify services performed by the Proposer through the Department's Authorization for Service contract and all supporting documentation. The Department will then process the invoice for payment through the County Auditor's Office within forty five (45) days of receipt. The County Auditor's Office will generate a check for the Proposer after Commissioner's Court approval. Payment for services with state funds will be identified on the check with a note "TJJD STATE FUNDS".

Proposer must maintain separate accounting records designating receipt and expenditure of State Funds received. Proposer shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA.) Proposer 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. Proposer 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. Proposer will ensure that this clause concerning the authority to audit funds received indirectly by sub Proposers through Proposer and the requirement to cooperate is required to be included in any subcontract it awards.

Proposer must provide semi-annual, as well as, annual financial statements to include but are limited to the following:

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

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

Proposer 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 Proposer 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.

Proposer must 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 Proposer 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

Every six (6) months, the Juvenile Probation Department will conduct monitoring and evaluation of the performances of the proposer, or any sub proposer rendered pursuant to the contract through use of the TJJD Private Proposer Contractual Monitoring and Evaluation Report. Juvenile Probation Department will notify the proposer 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 Proposer to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Proposer to properly administer subcontracts and take appropriate corrective action in the event of violations by sub Proposers 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. Proposer may be ineligible to receive future contracts.

PROPOSAL FORMAT

The applicant's original proposal must be unbound, on white 8 ½ x 11" paper, no smaller than 12 point font black, with no staples or heavy paper stock within the document itself. Proposals must not exceed 25 pages. It may be necessary to reproduce the original

application to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items include anything stapled, folded, pasted, or in a size other than 8 ½" x 11" on white paper and heavy or lightweight paper which could disable the photocopy machine and/or become destroyed. Odd sized attachments of any kind will not be copied or sent to reviewers. Excessive or over-sized material, e.g., posters, videotapes, or audiotapes should not be included. Documents may be photo-reduced or have type closer than 15 characters per inch. Furthermore, only one side of each page should have printing.

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

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

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

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

A. COVER PAGE:

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

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

B. LETTER OF TRANSMITTAL:

A Letter of Transmittal must accompany each proposal.

The Letter of Transmittal must:

- Identify the applicant organization and contact person;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.). State the number of years the organization has been in the business of providing behavioral health counseling.
- Include federal tax number
- Identify the name, title, telephone and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFQ;
 1. be signed by the person authorized to contractually obligate the organization;
 2. acknowledge receipt of any and all amendments to this RFQ;
 3. must be on official business letterhead.

C. TABLE OF CONTENTS:

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

D. PROPOSAL NARRATIVE:

1. Describe your organization's qualifications and experience in providing individual, family and group counseling for juveniles with moderate to severe substance abuse issues, mental and/or behavioral health issues (COPSD) involved in the juvenile justice system under this RFQ's SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
 - a. Familiarity with the Texas Family Code and procedure pertaining to the juvenile justice system and the juvenile probation department;
 - b. Related judicial entities working with the juvenile delinquent population (for example: public defenders, county attorneys, juvenile court judges, drug court administrators and judges);
 - c. Familiarity with dual diagnosis adolescents;
 - d. Priority mental health diagnosis populations;
 - e. Familiarity with various evidence based and/or best practices regarding therapeutic techniques and modalities that will be utilized and provide detailed explanation of said modalities/curriculums;
 - f. Providing services in the juvenile's primary language.

3. Provide in detail how the organization will address, incorporate, and coordinate all the therapeutic services (substance abuse intervention, COPSD and mental health services) described in the Request for Qualifications to include:
 - a. Individual therapeutic services
 - b. Family therapeutic services
 - c. Group therapeutic services

Services should be geared to address the moderate to high level needs and risks associated with youth and families referred to the juvenile justice system.

4. Identify the therapist(s) that will conduct the individual, family and/or group counseling services, their qualifications and experience in providing this type of service. If applicable, identify any other professional staff and their qualifications and experience.
5. Proof of such certification, approval, or license by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed.

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

The County of El Paso has decided to use the methods listed in Texas Government Code Section 2254.004 to govern this procurement. As such, the award must be based on the most qualified firm or firms and pricing cannot be a determining factor in award.

El Paso County will use a two-step selection process in which pricing is submitted separately in a sealed envelope with the submitted qualifications. **Each submitting firm will include with their response, the cost/pricing in a separate sealed envelope marked with the words: "Pricing for RFQ Number/Name".**

- In the case where the County seeks multiple awardees or a pool of firms, the top qualified firms will follow the same process in accordance with the methods listed in 2254.004 to ensure that price is not a determining factor in award.
- Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.
- Unopened pricing envelopes will be maintained sealed in the RFQ file and destroyed in accordance with document retention requirements.

F. APPLICATION FORMS & CERTIFICATIONS

(REQUIRED DOCUMENTS TO BE SUBMITTED):

1. Sample of screening and assessment instrument to be utilized to determine treatment appropriateness.
2. Sample of the treatment plan that will be utilized.
3. Sample of treatment plan update/review that will be utilized.
4. Sample of weekly progress report that will be submitted for drug court review hearings.
5. Sample relapse plan to be developed with juvenile.
6. Sample of the discharge plan.
7. Description of modalities and curriculum to be utilized as part of intervention services and verification they are deemed and Evidenced Based Practice.
8. Sample program outcomes and outputs report due on a quarterly basis.
9. Copies of the therapist(s) license(s)
10. A list of insurance companies, both public and private, accepted by the Proposer.
11. Explanation of how financial eligibility is determined to determine HHS funding eligibility.
12. Copies of the commercial public liability insurance as described in this RFQ.
13. Copies of the professional malpractice insurance with a policy limit of not less than \$1,000,000.00

EVALUATION CRITERIA

Proposals must be evaluated based on the requirements set forth in the RFQ. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal that the County deems to be the most responsive and responsible and serves the best interests of the County.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror.

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicate maximum score.

Evaluation Criteria	Points
Qualifications and Experience of Organization (Non-Profit community based or For Profit community based; years in practice; experience with community agencies; experience working with specialty courts and experience of therapist(s) providing individual, family and group counseling services to youth.	20
Modalities and application of evidence based and/or best practice Strategies and therapeutic modalities working with high level needs and Moderate to High risk youth and families.	25
Financial Information- Ability to bill other funding sources (i.e. Medicaid, HHS, private insurance, etc.)	20
Experience working with Juvenile Justice System	15
Experience working with Specialty Courts	15
References- Firm shall provide the following reference information. The names, business address, and telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the firm's capability to carry out the requirements in this proposal.	3
Health Insurance to Employee- The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.	2
Total Score	100

PRICE SHEET

RFQ 22-005 Drug Court Counseling Services for the County of El Paso Juvenile Probation Department

****PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED****

****Once filled-in, place in a sealed marked envelope and submit with the qualifications.***

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

Name _____

Address _____

Contact Name _____

Phone Number _____

E-mail _____

COST- Administrative expenses include the following: transportation, report writing, communications with family/team, attending weekly drug court staffing, and drug court review hearings are considered part of the cost of service and may not be billed as a separate cost.

Description	Cost
Cost per hour for administrative tasks; transportation expenses must be itemized separately from other administrative costs.	\$
Cost per individual therapeutic session by a Licensed Chemical Dependency Counselor or high-level licensure professional counselor.	\$
Cost for parenting education group attended per family.	\$
Cost per family session by a Licensed Chemical Dependency Counselor or higher-level licensure professional counselor.	\$
Cost per substance abuse group service provided by a Licensed Chemical Dependency Counselor or higher-level licensure professional counselor.	\$

Signed _____

Printed Name _____

Title _____ Date _____

REFERENCES

Three (3) applicable references are required

Note: Reference responses count as part of the overall score in this category.

Ensure that provided references are willing to respond, as each non-responses count as a zero in scoring of this criteria.

Vendor Name: _____

Customer Name: _____

Customer Contract: _____

Customer Email: _____

Duration of Contract: _____

Vendor Name: _____

Customer Name: _____

Customer Contract: _____

Customer Email: _____

Duration of Contract: _____

Vendor Name: _____

Customer Name: _____

Customer Contract: _____

Customer Email: _____

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

1. PROPOSAL PACKAGE

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

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

The County of El Paso has decided to use the methods listed in Texas Government Code Section 2254.004 to govern this procurement. As such, the award must be based on the most qualified firm or firms and pricing cannot be a determining factor in award.

El Paso County will use a two-step selection process in which pricing is submitted separately in a sealed envelope with the submitted qualifications. **Each submitting firm will include with their response, the cost/pricing in a separate sealed envelope marked with the words: “Pricing for RFQ Number/Name”.**

- a. Once the County has determined the most qualified firm, only that firm’s pricing envelope shall be opened. The County will then accept the price or begin negotiations in

accordance with the methods listed in 2254.004. If the County is unable to negotiate satisfactory pricing and conditions with the most qualified firm, negotiations will formally end with that person or firm and the County will move forward to the next most highly qualified firm. Negotiation are continued in this sequence until satisfactory pricing is reached.

- b. In the case where the County seeks multiple awardees or a pool of firms, the top qualified firms will follow the same process in accordance with the methods listed in 2254.004 to ensure that price is not a determining factor in award.
- c. Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.
- d. Unopened pricing envelopes will be maintained sealed in the RFQ file and destroyed in accordance with document retention requirements.

3. COMPETITIVENESS AND INTEGRITY

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

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

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

4. PROPOSER'S RESPONSIBILITY

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

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

5. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves

the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

7. 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.

8. EXCEPTIONS TO PROPOSAL

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

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

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

9. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern.

Subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

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

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

10. NON-APPROPRIATIONS

Vendor acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.

11. 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.

12. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

13. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

15. PUBLIC INFORMATION ACT

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

16. RESULTANT CONTRACT

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

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

17. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Qualifications 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.

18. CONTRACTOR INVESTIGATION

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

19. NO COMMITMENT BY COUNTY

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

20. BEST AND FINAL OFFERS

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

21. SINGLE PROPOSAL RESPONSE

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

22. REJECTION/DISQUALIFICATION OF PROPOSALS

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

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

23. CHANGES IN SPECIFICATIONS

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

24. PROPOSAL IDEAS AND CONCEPTS

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

25. BID/PROPOSAL DISCLOSURES

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

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

26. WITHDRAWAL OF PROPOSAL

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

27. 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.

28. 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.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

29. BOYCOTT OF ISRAEL

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

30. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

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

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

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

31. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone

interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

32. 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.

33. MERGERS, ACQUISITIONS

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

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

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

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

34. DELAYS

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

party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

35. ACCURACY OF DATA

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

36. SUBCONTRACTING/ASSIGNMENT

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

37. INDEPENDENT CONTRACTOR

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

38. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

39. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1811 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 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



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

RE: RFQ 22-005, Drug Court Counseling Services for the County of El Paso Juvenile Probation Department

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the Questionnaire.

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

County Officers: County Judge Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Iliana Holguin
Commissioner Carl L. Robinson

County Employees: Debra Carrejo-Trull CPPO, CPPB, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Betsy Keller, County Administrator
Elvia Jauregui, Purchasing Manager
Araceli Hernandez, Formal Bid Buyer
Blanca Güereca, Procurement Data Analyst
Claudia Parra, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Erich Morales, Assistant County Attorney
Diana Shearer, Assistant County Attorney
Kevin McCary, Assistant County Attorney
Patricia Lopez, Assistant County Attorney
Lorena Rodriguez, Analyst
Roger Martinez, Chief of Juvenile Probation Department
Rosie Medina, Director of Special Programs
Maria Uribe, JDTC Service Coordinator
Erika Gomez, Senior Probation Officer

Joseph Charter, Clinical Program Supervisor

Adopted 06/29/2007

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> <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>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="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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="text-align: center;"><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 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

Safety Record Questionnaire

The following definitions and criteria shall be used to take into account the safety records of bidders:

Bidder – Includes any person who is an officer of, is in a management position with, or has an ownership interest in the firm, corporation, partnership, or institution, represented by the bidder or anyone acting for such firm, corporation, partnership or other entity which is submitting the response or proposal.

Worker Safety – refers to the working environment at the bidders' company, offices, jobsites, and any other place in which it does business. The term encompasses all factors that impact the safety, health, and well-being of employees. Work safety may include the prevention, enforcement, and/or remediation of environmental hazards, unsafe working conditions or processes, drug and alcohol abuse, and workplace violence. Workplace safety is monitored by state and national authorities such as the Occupational Safety and Health Administration.

Public Safety - involves protecting the public — safeguarding people from crimes, disaster, and other potential dangers and threats (including, without limitation, environmental hazards and safety threats).

Environmental Safety - Refers to pollution prevention as well as the prevention of other threats to the environment and protecting anyone that may be affected by pollution. It also includes the safe storage, use, disposal of various chemicals (including, without limitation, toxic chemicals) that may be used in workplaces, job sites, or other work areas.

Violation - Refers to any activity, occurrence, or condition that disregards established laws and regulations, results in non-compliance with, or results in a written complaint or other written claim from, a Governmental Authority with respect to applicable or governing law.

- 1) Within the past five (5) years of this Bid submittal, can the bidder identify any civil litigation, which resulted in final judgment against the Bidder, arising out of the performance of a construction contract within the State of Texas in which the Bidder was a named defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices.
 Yes No
- 2) Within the past five (5) years of this Bid submittal, has the bidder received any final determinations by a court or governmental agency for violations of Federal, State, or local laws including, but not limited to, violations of environmental safety laws, public health and safety laws, the Occupational Safety and Health Act ("OSHA") or similar laws or regulations.
 Yes No
- 3) Within the past five (5) years of this Bid submittal, can the bidder identify with any criminal convictions concerning any environmental safety, worker safety, or public safety laws.
 Yes No

If the bidder has indicated "Yes" to any question above, the bidder must provide with its bid submission the form titled ***Self-Disclosure of Environmental Safety Violations***.

If the bidder has indicated "No" to ALL questions above, the bidder must provide with its bid submission the form titled ***Civil Litigation Certification***.

Name: _____

Date: _____

Civil Litigation Certification

If the Bidder has no civil litigation history to report as described above, complete the following:

I, _____, certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been the subject of a final judgment in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Self-Disclosure of Environmental Safety Violations

Contact Information for Individual Submitting the Self-Disclosure

Title: _____

First Name: _____

Middle Name (or initial): _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

Is the individual submitting this self-disclosure authorized by the company to make such a disclosure and is this person an authorized signatory (having authority to perform policy or decision-making functions of the company)? ____ Yes ____ No

Facility/Site Information

Facilities/sites involved with this environmental violation(s):

Note: If more than one facility/site is involved with the environmental violation(s), please indicate the number of facilities/sites below and attach a separate sheet for each violation to your final submission with the physical address for each facility/site, and identify which facilities/sites have which violation(s).

Facility/Site Physical Address: _____

Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Describe Environmental Safety Violation

NOTE: Each safety violation should be described as completely as possible and include the following information:

- Nature and description of violation(s) and specific regulatory, permit and/or statutory provision violated (include state references where appropriate).
- Identify the name, title, and employer of each person who discovered the safety violation, and what they were doing when the violation was discovered.
- How the safety violation was discovered; i.e., describe the moment at which the person first realized (objectively reasonable basis) that the violation(s) may have occurred or did occur.
- Physical location of violation.

- Please provide the date of discovery of each safety violation disclosed.
- How the safety violation was corrected and how any harm was remediated.
- Describe any environmental or human harm caused by the violation, and any measures undertaken to remediate such harm.
- Describe what steps were taken to prevent recurrence of the violation and provide the date that those measures were implemented. If the measures have not yet been implemented, provide the implementation schedule setting forth the dates of the anticipated actions.
- The name and court case identification number of each case.
- The jurisdiction in which it was filed.
- The outcome of the litigation, e.g., the cause number and date of any final judgment that was entered.

I declare under penalty of perjury that the foregoing is true and correct, nor have I withheld any relevant information in my statements.

Executed this _____ day _____ of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS

Solicitation Check List

RFQ 22-005
Drug Court Counseling Services for the County of
El Paso Juvenile Probation Department

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Responses should be delivered to the County Purchasing Department by 2:00 p.m. Thursday, October 28, 2021. No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is not responsible for late deliveries of any kind or any.

Did you visit our website (www.epcounty.com) for any addendums?

Did you sign the Signature Page?

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

If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

Did you sign and complete the required "Conflict of Interest Questionnaire"?

Did you sign and complete the required "Safety Records Policy"?

Did you complete and sign the required "Ethics Training Affidavit Form"?

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

Did you submit the price sheet in a separate sealed envelope labeled with "RFQ 22-005, Drug Court Counseling Services for the County of El Paso Juvenile Probation Department"?

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