



COUNTY OF EL PASO
500 E. San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Tuesday, September 4, 2007** to be opened at the County Purchasing Office the same date for **Psychiatric Evaluations and Services for Juvenile Probation Department**.

Proposals must be in a sealed envelope and marked:

**"Proposals to be opened September 4, 2007
Psychiatric Evaluations and Services for Juvenile Probation Department
RFP Number 07-106"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, August 28, 2007 at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

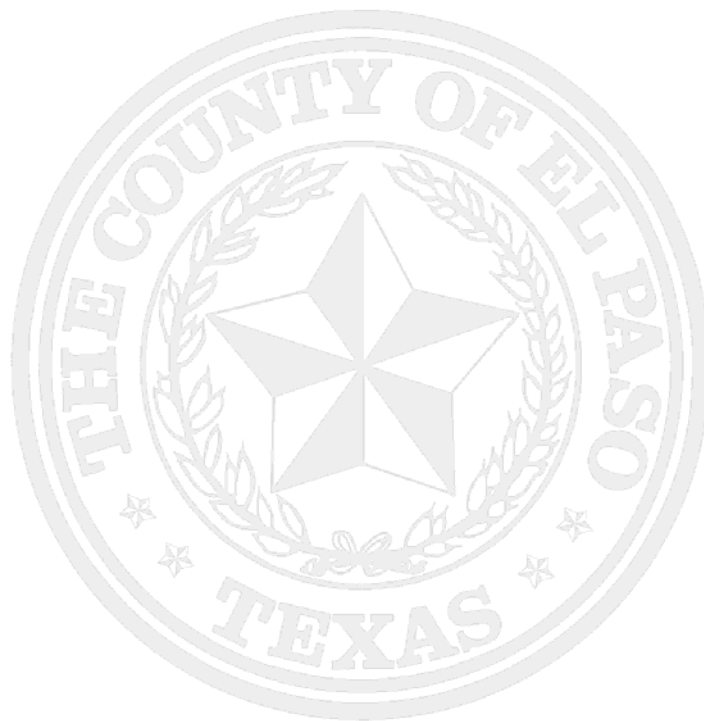
<p style="text-align: center;">Description – RFP #07-106 Psychiatric Evaluations and Services for Juvenile Probation Department</p> <p style="text-align: center;">Vendor must meet or exceed specifications</p> <p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original and four (4) duplicates of your proposal.</p>

_____ Company	_____ Address
_____ Federal Tax Identification No.	_____ City, State, Zip Code
_____ CIQ Confirmation Number	_____ CIQ Sent Date
_____ Representative Name & Title	_____ Telephone & Fax Number
_____ Signature	_____ Date

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

Psychiatric Evaluations and Services for Juvenile Probation Department

RFP #07-106



**Opening Date
Tuesday, September 4, 2007**

**EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT**

REQUEST FOR PROPOSAL

I. PSYCHIATRIC EVALUATIONS AND SERVICES

Purpose: To objectively assess and develop a comprehensive treatment plan for therapeutic and medical services deemed necessary for the presenting and identified issues, to include any physical diagnosis that may need to be addressed.

Psychiatric diagnostic interview or examination must include:

1. Bio-psychosocial model (parent/guardian and juvenile will be interviewed separately)
2. Review psychological evaluation (when applicable)
3. Typed narrative report.

Narrative Report must include a specific recommendation for evaluation and treatment plan development. Upon a medication being prescribed, a written order **(not verbal)** should be provided with a prescription to include discontinuation of previously prescribed medication and a written order **(not verbal)** as to the dates and times that the prescribed medication should be administered. The psychiatrist performing the evaluation **MUST** consult with the juvenile's attending psychiatrist (when applicable) or Juvenile Probation Department's contracted psychiatrist for the purpose of correlating psychiatric treatment. Psychiatrist must be able to conduct evaluation in the language of literacy and understanding of the juvenile. Must be performed individually in a private session and directly by a psychiatrist with a license to practice in the State of Texas. **Child Psychiatrist Preferred.**

On site testing is preferred for all juveniles detained. On site, juveniles may be available 7 days a week and must provide timely appointment, between 2:30 p.m. – 3:30 p.m. or 4:00 p.m. - 8:00 p.m. Monday - Friday. Saturday – Sunday 8:30 a.m. – 8:00 p.m.

Off site testing for juveniles who are detained, the interview with parents/guardian **MUST** be scheduled at different times to minimize safety and security concerns. Per Texas Juvenile Probation Commission, a Juvenile Probation Department employee will transport juveniles who are detained and the employee **MUST** be present within sight and sound at all times during the evaluation.

A. OTHER REQUIREMENTS

Psychiatric evaluations must be returned typed within 3 working days.

Must provide services in the language of literacy and understanding of the juvenile.

A Vendor may be called to testify in a Court of Law.

An addendum to the original psychiatric evaluation may be requested for purposes of continuation of psychiatric services upon exiting the juvenile justice system.

Upon authorization of the El Paso County Juvenile Probation department and at the request of the juvenile's managing conservator, the Psychiatrist will explain the psychiatric evaluation for the juvenile's managing conservator.

The Vendor will also provide a one- (1) hour class a minimum of four- (4) times a year in coordination with the El Paso County Juvenile Probation Department.

The Vendor will explain the evaluation process and the outcome of the psychiatric evaluations. The Vendor will explain how a diagnosis is determined and how recommendations are made.

B. COST

Cost per evaluation. Cost includes bio-psychosocial interview, mental health assessment, and recommendation for services/interventions to address psychiatric diagnosis.

Administrative expenses and communications with family, school, or referral source, or other agencies are considered part of the cost per evaluation and may not be billed as a separate cost.

Costs to include all typed and signed documentation/reports to the Juvenile Probation Department.

The Vendor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation. The department will not be financially responsible for missed appointments.

A typed and signed copy of the psychiatric evaluation will be provided to the Juvenile Probation Department whether they are paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.

All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for 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.

C. REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL

A sample of a psychiatric evaluation

Copies of the Psychiatrist license.

II. MEDICATION MANAGEMENT

Purpose: To monitor the juveniles responses to prescribed medication regiment and make appropriate adjustments accordingly.

The Juvenile Probation Department may request medication management as prescribed by attending physician.

A. COST

Cost per medication follow up.

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.

Proposal Submission

The original plus four- (4) copies of an applicant's proposal must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the Request for Proposal pack no later than the time indicated by the County Purchasing Department. A representative at the Purchasing Department will date-stamp and time-stamp every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location until the due date and time.

The applicant's original proposal must be unbound with no staples or heavy paper stock within the document itself. It may be necessary to reproduce the original application to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items

include anything stapled, folded, pasted, or in a size other than 8 ½" x 11" on white paper and heavy or lightweight paper which could disable the photocopy machine and/or become destroyed. Odd sized attachments of any kind will not be copied or sent to reviewers. Excessive or over-sized material, i.e., posters, videotapes, audiotape, or CDs should not be included. Documents may be photo-reduced or have type closer than fifteen- (15) characters per inch. Furthermore, only one side of each page should have printing.

PROPOSAL FORMAT

Each applicant may submit one proposal. The proposal must be submitted as an original plus four- (4) copies as stated in the PROPOSAL SUBMISSION section.

Application materials could accidentally get out of order when being processed, thus every sheet of the proposal must have a page number. It is also requested that pages be numbered consecutively from beginning to end (i.e., 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 Financial Information section, and the page numbers should be continued in the sequence.

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

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

Within each section of the proposal, applicants should address the items in the order in which they appear in the Request for Proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the Request for Proposal may be deemed non-responsive and rejected on that basis. All material submitted in response to this Request for Proposal becomes the property of El Paso County.

COVER PAGE

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

The cover page must:

- Identify the Request for Proposal (i.e., Proposal for Psychiatric services)
- Identify the applicant organization

- Identify the applicant organization's contact person
- Identify the applicant organization's address, phone and FAX
- Indicate the date of the proposal.

LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal containing the following:

- Must be on official business letterhead
- Identify the applicant organization and contact person
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc). Include federal tax number
- Identify the name, title, telephone and FAX number of the person to be contacted for clarification
- Explicitly indicate acceptance of all requirements of the Request for Proposal
- Signed by the person authorized to contractually obligate the organization
- Acknowledge receipt of any and all amendments to this Request for Proposal.

TABLE OF CONTENTS

Immediately following the letter of transmittal, the applicant is required to provide a Table of Contents identifying all subsequent sections and pages.

PROPOSAL NARRATIVE

1. Describe your organization's qualifications and experience in working with adolescents involved with the juvenile probation department in Texas under this REQUEST FOR PROPOSAL'S PURPOSE OF SERVICE.
2. In addition, explain your knowledge, experience and understanding of:
 - a. Dual diagnosis adolescents
 - b. Priority mental health diagnosis population
 - c. Familiarity with the Texas Family Code and procedure pertaining to juvenile probation
 - d. Related judicial entities working with the juvenile delinquent population (i.e., public defenders, district attorney's juvenile court judges, drug court administrators and judges)

- e. Familiarity with various clinical assessment instruments
 - f. Conduct interviews in juveniles primary language
3. In detail, explain how your organization will address, incorporate, and coordinate all components of this Request for Proposal's purpose of service to include:
 - a. Medication management
 - b. Prescriptions (along with order attached for explanation)
 4. Identify the psychiatrist that will conduct the evaluation and provide treatment plan, and their qualifications and experience in providing this type of service. If applicable, identify any other professional staff and their qualifications and experience.

FINANCIAL INFORMATION

Provide information as requested in the COST section in the Request for Proposal.

PROPOSAL EVALUATION

A representative from the El Paso County Purchasing Department will open the proposals immediately after the deadline and will record them. A representative from the El Paso County Juvenile Probation Department will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of this Request for Proposal. A team of individuals from the El Paso County Juvenile Probation Department will review and score all proposals.

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

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

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

Description of how the organization will address, incorporate, and coordinate all components of the PURPOSE OF SERVICES:	20%
Financial Information	20%
Qualifications and Experience of the Licensed Psychiatrist (Child/Adolescent Psychiatrist Preferred)	
Sample Report	40%

Qualifications and Experience of the Organization
(Non-profit community based agency or for- profit
community based agency and ability to bill other
funding sources – private insurance, Medicaid and Chips)
Experience working with the juvenile justice system.
Experience working with the juvenile courts.

20%

THE FOLLOWING IS FOR ALL SERVICES MENTIONED ABOVE:

GENERAL:

The services requested shall be provided for a period of one- (1) year, and may be renewed for up to two- (2) years upon mutual agreement from vendor and department evidenced in writing prior to the expiration date of the initial term.

LEGAL:

Vendor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Policies shall be (1) with an insurance company licensed to do business in Texas and (2) shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured. El Paso County shall be given at least thirty days advanced written notice of any lapse, amendment or cancellation. **A copy of the insurance certificate should be included in the bid package.**

Vendor shall defend, indemnify and hold harmless El Paso County, its officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Vendor, its agents, employees, or sub Vendors. Vendor shall pay any and all damages assessed against El Paso County, its officers, agents or employees, arising out of such negligence or intentional acts.

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

or cancellation. **A copy of the insurance certificate should be included in the bid package.**

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

This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Vendor shall have no cause of action against Juvenile Probation Department in the event Juvenile Probation Department is unable to perform its obligations pursuant to this agreement as a result of suspension, termination withdrawal or failure of Federal and/or State funding to Juvenile Probation Department.

Nothing contained herein shall be construed as creating the relationship of employer and employee between the Juvenile Probation Department and the Vendor. The Vendor shall be deemed at all times to be an independent Vendor.

Vendor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Juvenile Probation Department.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Vendor must be familiar with the Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.

Vendor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended;

the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

Vendor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Vendor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty- (30) days of execution of this agreement.

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

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

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

ACCOUNTING:

Vendor shall submit claims on invoices bearing Vendor's letterhead no later than five- (5) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Accounting section. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where Vendor can be reached during normal business hours. Vendors invoice must indicate juvenile's name, type of service and related cost. Monthly progress notes must be submitted with invoice as supporting documentation to include participant and provider signatures. If the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.

The Juvenile Probation Department procedures for processing payments begin when invoices are received from a vendor. The department will verify the services performed

by the Vendor through the department's purchase of service request and the monthly progress report. The department will then process the invoice for payment through the County Auditor's Office. The County Auditor's Office will verify all supporting documentation and generate a check for the Vendor. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Vendor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received. The County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Vendor. The County of El Paso shall make payments within thirty- (30) days of receipt to County entity.

Vendor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. The service provider shall reduce the amount of Invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Services shall be reimbursed by state/federal or other sources for eligible children in eligible settings. Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within ninety- (90) days from the date of service along with documentation of submission to and denial by the other funding source. **Service provider shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement.** Invoices not timely submitted shall not be paid.

Vendors shall request prior approval through electronic notification to the supervising juvenile probation officer to include the identified service, dates of service which are needed on a monthly basis. Such requests must be requested prior to any services being rendered. Failure to do so will result in the vendor absorbing the cost for services not approved.

Vendor must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called records.

Vendor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three- (3) years after the end of the contracted period. If any litigation claim or audit involving these records commences before the three year period expires, the Vendor must keep records and documents for not less than three- (3) years or until all litigation, claims or audit findings are resolved; whichever is later.

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

Vendor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

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

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

Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Vendor; or

Independent Audit or Review (prepared in accordance with GAAP) based on Vendor's fiscal year. Vendor shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety- (90) days from the Vendor's financial year-end.

SANCTIONS:

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LINDA GONZALEZ, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

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

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.

12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #07-106, Psychiatric Evaluations and Services for Juvenile Probation Department

Dear Vendor:

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

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

County Officers:	County Judge Anthony Cobos Commissioner Luis C. Sariñana Commissioner Veronica Escobar Commissioner Miguel Teran Commissioner Dan Haggerty
County Employees:	Piti Vasquez, Purchasing Agent Jose Lopez, Jr., Assistant Purchasing Agent Peter Gutierrez, Buyer II Linda Gonzalez, Inventory Bid Technician Ruth Fierro, Title IV-E Case Manager Rosie Medina, Special Program Coordinator Roger Martinez, Director of Probation Services Oscar Reyes, Deputy Chief of Juvenile Probation Angelique Gaxiola, Accountant Lorena Heredia, Director of Financial Services

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

1 Name of person doing business with local governmental entity.

2

☐

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
 - (A) a member of the governing body of a local governmental entity; or
 - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

Psychiatric Evaluations and Services for Juvenile Probation Department RFP #07-106

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, September 4, 2007. Did you visit our website (www.epcounty.com) for any addendums?
- _____ Did you sign the Bidding Schedule?
- _____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- _____ Did you sign the "Consideration of Insurance Benefits" form?
- _____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.
- _____ If your bid totals more than \$100,000, did you include a bid bond?
- _____ Did you provide one original and four (4) copies of your response?
-