



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, October 28, 2014 to be opened at the County Purchasing Office the same date for Inmate Medical Services for the Detention Facility & Jail Annex

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Tuesday, October 28, 2014  
Inmate Medical Services for the  
Detention Facility & Jail Annex  
RFP Number 14-051"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, October 16, 2014, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

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

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.

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.

**KENNIE DOWNING**  
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

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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](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

# EL PASO COUNTY SIGNATURE PAGE

**Description – RFP # 14-051  
Inmate Medical Services for the  
Detention Facility & Jail Annex**  
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and six (6) CD copies in Word/PDF Format of your proposal. CD copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED\*\*\***

# **Inmate Medical Services for the Detention Facility & Jail Annex**

**RFP #14-051**



**Opening Date  
Tuesday, October 28, 2014**

## **INTRODUCTION**

The El Paso County Sheriff's Office (here forth referred to as "The County") requests proposals for a comprehensive health/dental and a comprehensive mental health care system and program support services for the El Paso County Detention System which includes the Detention Facility and Jail Annex in El Paso, Texas. These services are to be provided on a daily basis including, but not limited to state and federal holidays and during times of natural or man-made disasters.

It is the intent of the County to award a comprehensive health care contract to one or more companies for a two (2) year term with three 1-year renewal options, effective approximately October 2014. Bidders may propose on:

1. Health/Dental Care portion only
2. Mental Health Care portion only, or
3. all services

The County reserves the right to determine the most qualified provider for the health/dental portion, the mental health portion or recommend an award to one company for all services. The procurement of mental health services may be awarded in a separate contract and may or may not be included in the award for comprehensive medical services.

## **DEFINITIONS**

- El Paso County Sheriff's Office (here forth referred to as "The County") – The department and staff responsible for oversight of the El Paso County Detention System that includes the Downtown Detention Facility and the Jail Annex.
- El Paso County Detention System – Includes persons (inmates) that have entered any stage of the detention process. The inmates are the persons who will be serviced under the medical/dental/mental health services contract.
- Provider – Any entity that intends to submit a response in compliance with this Request For Proposals for medical services.
- The term 'medical care or medical services' shall include health, medical, psychiatric, psychological or dental care.

## **BACKGROUND**

Medical services shall be provided at two facilities:

- a. El Paso County Detention Facility is a maximum security facility located at 601 E. Overland St, El Paso, Texas 79901. The Downtown Detention facility houses approximately 1,000 inmates on a daily basis. The Detention Facility houses both male and female inmates.

The medical unit consists of 2 examination rooms in a clinical setting.  
1 dentist exam room  
1 room for onsite dental x-rays and development of x-rays  
0 mental health offices  
0 infection control offices

There is a stocking pharmacy that maintains an up to date formulary. Medication pass is completed 2 times a day in all housing areas.

There are several medical storage rooms for medical supplies, office supplies and educational supplies.

There are 10 medical beds that are made up of:

10 negative airflow rooms male and female

0 full suicide rooms male and female

0 wards that house inmates who meet special needs (ADA requirements or mentally ill).

1 isolation ward that is made up of 5 cells.

Current staffing consists of:

1 Medical Director/Medical Physician – Works 20 hours /week

1 Physician's Assistant– Works 20 hours /week

1 Psychiatrist– Works 20 hours /week

8 Registered Nurse (RN) – Works 40 hours /week

12 (LPN) – Works 40 hours /week

1 Nurse Practitioner – Works 40 hours /week

1 Dentist – Works 20 hours /week

1 Dental Assistant– Works 16 hours /week

- b. The Jail Annex is a maximum security facility located at 12501 Montana Ave, El Paso, Texas 79938. The Jail Annex houses approximately 1,454 inmates on a daily basis and houses male inmates only. A future expansion project will increase the capacity by 432 inmates to 1,886. The expansion is estimated to be completed in 2016.

The medical unit consists of 2 examination rooms in a clinical setting. 1 dentist exam room

1 room for onsite dental x-rays and development of x-rays

0 mental health offices

0 infection control offices

There is a stocking pharmacy that maintains an up to date formulary. Medication pass is completed 2 times a day in all housing areas.

There are several medical storage rooms for medical supplies, office supplies and educational supplies.

There are 14 medical beds that are made up of:

8 negative airflow rooms male and female

0 full suicide rooms male and female

1 male ward that houses 6 inmates who meet special needs (ADA requirements or mentally ill).

8 isolation wards that are made up of 0 female cells and 8 male cells.

Current staffing consists of:

1 Medical Director/Medical Physician – Works 20 hours /week

1 Physician's Assistant – Works 20 hours /week

1 Psychiatrist – Works 20 hours /week

8 Registered Nurse (RN) – Works 40 hours /week

12 (LPN) – Works 40 hours /week

1 Nurse Practitioner – Works 40 hours /week

1 Dentist – Works 20 hours /week



1 Dental Assistant – Works 16 hours /week

## **POPULATION CHARACTERISTICS**

- a. The County has a combined capacity of 2,454 inmates
- b. Approximately 10.2% of the population is female
- c. The average inmate age is between 17 and 74 with average length of stay 108 days.
- d. Approximately 2,161 new inmates are booked into the jail monthly = 25,932 annually.
- e. 23,251 were classified into the system annually
- f. The average daily population was approximately 2,316.

## **PROPOSAL INSTRUCTIONS**

Sealed proposals **one (1) original and six (6) electronic copies (either CD or flash drive)** will be received in the office of the El Paso County Purchasing Agent until **2:00 PM on Tuesday, October 28, 2014** and opened immediately in that office in the presence of the Purchasing Agent or designee. All proposals are to be delivered to the County Purchasing Agent at 800 E. Overland, Suite 300, El Paso, Texas 79901. Any proposal received after 2:00 PM on the date specified will be returned unopened.

**All proposals must be marked on the outside of the envelope:**

**RFP #:14-051  
Inmate Medical Services for the Detention Facility and Jail Annex  
Providers Name and Address**

## **MINIMUM QUALIFICATIONS**

1. The Provider shall be authorized to perform medical, dental, and/or mental health services by the State of Texas.
2. The Provider must be organized and exist for the primary purpose of correctional health care services.
3. The Provider should have at least five (5) years of corporate experience (not individual experience) in administering correctional health care programs and at least three (3) current contracts with separate agencies having jails of at least 1,000 beds.
4. Upon commencement of services, the Provider must be able to immediately meet and maintain Office of Federal Detention Trustee (OFDT) standards, Texas Commission on Jail Standards (TCJS), the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC).
5. The Provider must carry medical professional liability insurance in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in aggregate, annually. If 'claims made' is provided, five year 'tail' coverage must be in force.
6. All proposed staff performing services under this contract in which a medical, dental, or mental health license is required by the State of Texas, shall be so licensed.

## **GOALS OF THE MEDICAL/DENTAL/MENTAL HEALTH PROGRAM**

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost effective manner with full reporting and accountability to the Jail Administrators, Chief Deputy and the Sheriff.

3. To operate the health care program at full staffing and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, procedures and annual evaluation of compliance.
5. To implement a Claims Adjudication Model.
6. To operate the health care program in accordance with standards established by the Texas Commission on Jail Standards (TCJS), the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA) and the Office of Federal Detention Trustee (OFDT).
7. Upon commencement of services, the Provider must be able to immediately meet and maintain TCJS and OFDT standards.
8. To maintain an open and cooperative relationship with the Administration and staff of the County.
9. To provide a comprehensive program for continuing staff education at the jails.
10. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
11. To operate the health care program in a human manner with respects to the inmates rights to basic health care services.
12. To provide for a fair, objective evaluation of the best qualified proposer-that will result in a mutually satisfactory contract between the successful provider and the El Paso County Sheriff's Office.

## **I. SCOPE OF WORK**

### **MEDICAL / DENTAL**

The provider must demonstrate its ability to provide a health care system specifically for the El Paso County Detention System. It must demonstrate it has the ability for a 30 day start up and a proven system of recruiting staff, plus an adequate support staff in its central office capable of competently supervising and monitoring its operation.

The Medical Doctor, in the capacity of Medical Director will be responsible for the development, implementation and enforcement of policies, procedures, protocols and standing orders. The Medical Director will also insure on-going training of the staff and oversee quality control and quality assurance.

The Medical Doctor and the Physician's Assistant must each provide 40 hours of medical service per week, per facility. One or both must be available to the El Paso County Detention System for emergency consultation, treatment, follow up or response on a 24/7 basis.

Provider shall be the sole supplier and/or coordinator of the health care system for the El Paso County Sheriff's Office. Provider shall be responsible for the medical care of all inmates in the El Paso County Detention System. The responsibility of the provider for the medical care of an inmate commences with the legal commitment of the inmate into the custody of the El Paso County Detention System and ends with the discharge of the inmate.

- A. Health care services must be provided in compliance with the standards for health care services in jails established by the NCCHC, ACA, TCJS and OFDT.
- B. Provider must be prepared to meet standards as established by OFDT immediately.
- C. Provider must establish a system of electronic medical records.
- D. Provider must be able to provide assisted living services to the inmates.

- E. Provider will develop site specific policies, procedures, and protocols to meet constitutional and community standards, and, as a minimum, meet NCCHC, TCJS, and all Texas State statutes.
- F. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract.
- G. All medical staff providing services under this contract must be licensed to practice in the State of Texas, must submit to a background check conducted by the El Paso County Sheriff's Office and must be approved by the Sheriff or his designee.
- H. A full-time, on site program administrator or medical director shall be provided who shall have general responsibility for the successful delivery of health care for the El Paso County Detention System pursuant to this solicitation and final contract.
- I. All providers' employees are subject to pre-employment background check to be conducted by the El Paso County Sheriff's Office at provider's expense.
- J. All providers' employees are subject to the rules, policies, and procedures of the County.
- K. Provider will perform annual TB screening and testing and keep records on Detention System employees, volunteers, and contract employees.
- L. Provider will conduct annual comprehensive health assessments on inmate's anniversary date of incarceration.

## **INTAKE SCREENING**

1. There is a daily average of 90 intakes per day. Each inmate receives an intake screening upon their arrival at the jail. The intake screening form will be developed by the Provider and will include, at a minimum, all pertinent information to meet, and or exceed NCCHC standards.
2. Such screening will be conducted by a qualified medical professional (RN or LPN/LVN) and staffed 24 hours a day, seven days a week in both facilities.
3. A consent for treatment will be obtained from the inmate at intake.
4. A medical record will be established for each new inmate. Intake screening forms and other documents generated at intake will be filed in the inmate medical record.
5. Intake Screening shall include the following:
  - Documentation of current illnesses and health problems, including medications taken, special health requirements, recording of vital signs, medical, mental health and dental history and finger stick.
  - Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs.
  - Immediate health needs are identified and addressed, including but not limited to, finger sticks for diabetics, blood pressure checks, etc. Potentially infectious inmates are isolated according to protocol.
  - Record any body deformities, trauma markings, bruises, ease of movement, etc.
  - Record condition of the skin and body orifices including infestations.
  - Pregnancy testing on all females entering the El Paso County Detention System.
  - HIV testing will be performed to all persons classified into the El Paso County Detention System.
  - TB testing will be performed on all persons classified into the El Paso County Detention System. The skin test is to be read by the qualified nursing staff within

three (3) days. Any inmate with a positive skin test reaction or with symptoms of TB will be provided with a chest x-ray.

- Assign the inmate a health classification for housing and work.
  - If determined, a referral of the inmate for special housing, emergency health services or additional medical specialties will be included in the health record for the inmate
  - Perform forensic blood draws on individuals detained by a law enforcement entity when provided a search warrant, statutory authority or consent authorizing the blood draw. Provider shall agree to provide this service at both the Detention Facility and the Jail Annex 24 hours a day, seven days a week.
6. The findings of the intake screening will be recorded on the intake screening form and entered into the inmate's medical record. Appropriate disposition, based on the findings of the intake screening shall occur and be documented.

### **COMPREHENSIVE HEALTH ASSESSMENT**

1. Within seven (7) days of incarceration, Provider shall perform a comprehensive health assessment on inmates.
2. At a minimum the Comprehensive Health Assessment shall include:
  - a. Review of intake screening results by the program physician or qualified medical professional.
  - b. Complete medical, mental health and dental history and complete physical.
  - c. Screening tests for tuberculosis and sexually transmitted disease as well as urinalysis will be performed as indicated. TB, HIV and sexually transmitted diseases will be reported to the health department as mandated
  - d. Additional diagnostic procedures as directed by the physician for particular medical or health problems.
  - e. Height, weight, pulse, blood pressure and temperature.
  - f. The health assessment of females will also include the inquiry about menstrual cycle, unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy.
  - g. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.

Provider shall identify a responsible physician who shall conduct sick call. Inmates who have non-emergent requests to be seen by medical provider submit a written request which will be triaged when received by medical provider. Inmates will be scheduled to be seen by medical provider. Sick call care services shall be equivalent to similar medical care that is available in the community. The responsible physician shall be on call seven (7) days per week, twenty four (24) hours per day, for medical emergencies.

**DENTAL** The provider must provide dental services on site. Dental treatment will be based on patient needs.

## **MENTAL HEALTH**

Mental health services will consist of psychiatrist(s), psychologists and mental health staff (Mental Health Professionals, Mental Health RN). Mental health services will be provided for all inmates and will be delivered on site at the jail.

Psychiatrists and psychologists will provide 24 hour on call services for inmates experiencing crisis, psychosis or an emotional/cognitive disorder. Mental Health Provider shall perform a mental health screening as part of the intake screening process.

1. Mental Health Provider shall perform a comprehensive mental health evaluation of inmates no later than seven (7) days after admission to the El Paso county Detention System. The evaluation shall be performed by a qualified mental health professional. Appropriate care and treatment shall be provided.
2. Mental Health Provider will provide services at initial intake, crisis care services, facilitate referrals upon inmate release, Veteran/PTSD services, individual and group counseling, psycho-social rehabilitation, skills training, staff training, staff support, counselors, programs for psychiatric and substance abuse disorders.
3. Provide a proposal for the option of Jail Based Competency Restoration.
4. Mental Health Provider will participate in inter-disciplinary task force meetings.
5. Mental Health Provider will assist in locating funding and grant applications.
6. Mental Health Provider will make available monthly statistics on inmates.
7. Mental Health Provider will use pharmaceutical formulary as ordered.
8. Mental Health Provider will develop individual treatment plans, regularly updated, for inmates requiring ongoing monitoring and/or care.
9. Mental Health Provider will monitor all inmates receiving psychotropic medication, including appropriate laboratory studies.
10. Mental Health Provider will be a participating member of each facility's incident response team and will provide debriefings and counseling services for both medical/mental health personnel as well as security staff.
11. The Psychiatrist or Mental Health Provider, Nurse Practitioner must each provide the facilities 40 hours of mental health service per week, per facility. One or both must be available to the El Paso County Detention System for emergency consultation, crisis care, treatment, follow up or response on a 24/7 basis. The Psychiatrist will be responsible for the development, implementation and enforcement of policies, procedures, protocols and standing orders.
12. Mental Health Provider will also insure on-going training of the staff and oversee quality control and quality assurance.
13. Mental Health Provider shall identify the need, schedule, coordinate and pay for psychiatric, psychological and counseling services rendered to inmates in the El Paso County Detention System.

## **SERVICES APPLICABLE TO BOTH MEDICAL/ DENTAL AND MENTAL HEALTH**

1. Provider shall identify the need, schedule and coordinate all non-emergency medical care rendered to inmates both onsite and offsite. Offsite medical costs for inmates shall be the responsibility of the County.
2. Provider shall develop and implement a program for the care of chronic care inmates which shall include, at a minimum, the development of an individual treatment plan as medically necessary.

3. The provider will monitor and make recommendations for inmates with regard to therapeutic diets.
4. Annual Health Assessments will be conducted on inmates on their anniversary date of incarceration. A protocol or narrative outlining the extent of the health assessment shall be approved by the El Paso County Sheriff's Office. Annual health assessments should be as comprehensive and extensive as medical services offered in the community.
5. Provider shall administer emergency medical care at the El Paso County Detention System to any employee of the jail who requires such care.
6. Provider shall identify the need for inpatient hospitalization of any inmate to an off-site hospital. This includes responsibility for making emergency arrangements for ambulance service to the inpatient facility. Provider shall provide claims adjudication for outside medical costs.
7. Provider shall identify the need, schedule and coordinate all supporting diagnostic examinations both onsite and offsite of the El Paso County Detention System. Provider shall also coordinate and pay all laboratory services as indicated.
8. Provider shall provide the necessary follow-up for health problems identified by any screening tests or laboratory tests. This will include inpatient or outpatient hospitalization, appropriate monitoring and prescription of medications, consultations with specialty physicians, etc.
9. Provider shall provide a total pharmaceutical system beginning with the physician's prescribing of medications, the filling of the prescription, dispensing of medication and the necessary record keeping. This system shall include prescription medications and over the counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the El Paso County Sheriff's Office.
10. Provider shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered at either facility.
11. Provider shall provide and pay for all supplies used in the health care delivery system administered under this contract. The Sheriff's Office will purchase all equipment.
12. Provider shall maintain complete and accurate medical and dental records separate from the El Paso County Detention System confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of the inmate is at issue, the provider shall provide the Jail Administrator with access to such records and provide copies upon request. The Sheriff is the custodian and owner of all medical records.
13. Provider shall provide a consultation service to the El Paso County Sheriff's Office on any and all aspects of the health care delivery system, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems and/or other matters relating to this contract upon which the Sheriff seeks the advice and counsel of the provider.
14. Provider shall develop and describe an inmate health education program which includes both formal and informal sessions, pamphlets, etc.
15. Provider shall develop and describe an inmate health and mental health program specifically developed for the needs of pregnant inmates. This

program includes, but is not limited to, diet, work restrictions, prenatal and postnatal care, etc.

16. All inmate transfers to the Texas Department of Criminal Justice and all other facilities shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation and current medications. The Texas Uniform Health Status Update will be completed by medical staff and sent with the inmate upon transfer.

## **STAFFING**

The minimum staffing requirements for the two jail facilities must be sufficient to provide adequate and safe medical and mental health care to the inmates. Staffing must be sufficient to provide 24/7 coverage in both facilities. Proposed staffing plans must be detailed and indicate quality assurance and cost effective care.

The Medical Director and the Mental Health Director will meet at least quarterly, or more often as needed to insure medical and mental health services are provided in such a manner to facilitate the health and well being of the inmates. There will be a collaboration with all prescribed medications.

It is vital for the Provider to maintain the same staffing level as described in their proposal throughout the term of the contract. El Paso County will be reimbursed for any staff vacancy that exceeds 30 days. It will require a reimbursement of 130% of that staff's salary for every day beyond the 30 days. This reimbursement will also apply to staffing vacancies occupied by agency personnel greater than eight percent of the staffing matrix for more than 30 days.

## **II. GENERAL CONDITIONS**

- A. The health care delivery system must conform to state standards for medical services provided in jails as established the Texas Commission on Jail Standards and other appropriate state authority. The system must conform to standards for health services in jails established by the NCCHC/ACA and OFDT. Generally, the quality of medical and mental health care in the El Paso County Detention System must be equivalent to that available in the community.
- B. Provider(s) shall use the facilities at the Detention Facility and the Jail Annex whenever possible and whenever appropriate in the performance of their duties under the contract.
- C. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call within the cell of the said inmate.
- D. Provider shall be required to render emergency care at any location on El Paso County Detention System property. This includes CPR and any other Basic Life Saving care.
- E. The provider shall institute a continuous quality improvement committee that will monitor the health services provided.
- F. The provider will regularly audit and review medical charts.
- G. The provider shall implement an infection control program.
- H. The provider will respond to any grievances or complaints within a specific timeline as agreed upon by the Sheriff's Office, and must implement the recommendations of the Sheriff's Office in disputed cases.

- I. The provider shall coordinate monthly safety and sanitation inspections of the food service, housing and work areas.
- J. The provider shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the provider and Sheriff's Office agree are necessary to evaluate the health care program and anticipate future needs. The data will be provided monthly. Annual reports will also be provided.
- K. Provider shall have no responsibility for security at the El Paso County Detention System or for the custody or supervision of any inmate at any time; such responsibility being solely that of the Sheriff of El Paso County. Providers shall have sole responsibility in all matters of medical and mental health. Providers shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical and mental health care and who are 'security risks' or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate with the providers, and the providers shall support, assist and cooperate with the Sheriff whose decision on any non medical matter shall be final. All decisions involving the exercise of medical or mental health judgment are still the responsibility of the providers.
- L. Providers shall indemnify and hold harmless El Paso County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the health care delivery system at the El Paso County Detention System.
- M. Providers shall have general and professional liability insurance coverage with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate under such coverage. This insurance shall specifically cover the services provided under these contracts. Evidence of such insurance shall be provided to El Paso County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate terminations of these contracts.
- N. Policies and procedures of the providers relating to medical care and mental health care are generally established and implemented solely by the providers. In areas which impact the security and general administration of the jails, the policies and procedures of the providers are subject to review and approval by the Sheriff of El Paso County or his designees without limiting the responsibility of the provider to make its own medical, mental health judgments or the discretion of the Jail Administrator to perform responsibilities under law. These areas are as follows:
  - 1. Drug and syringe security
  - 2. Alcohol and drug medical detoxification
  - 3. Identification, care and treatment for inmates with special medical needs, including but not limited to individuals with hepatitis, epilepsy or physical handicaps, those infected with the Human Immunodeficiency Virus (HIV), and those with any other diseases that can be sexually transmitted
  - 4. Suicide prevention
  - 5. The use of physical restraints
  - 6. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves or others.



- O. The Sheriff of El Paso County or his designees retain the right to review and approve policies and procedures of the providers in any other area affecting the performance of his responsibilities under the law.
- P. The providers without the express written consent of the El Paso County Sheriff's Office, may not assign either the obligation nor the rights of providers under his/her contract.
- Q. The Sheriff's Office may seek reimbursement for services rendered under this contract from any available third party including any other insurance. The administration and staff of the provider shall cooperate with the department in these efforts.

**PROPOSAL FORMAT**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Proposals shall not exceed 70 pages.

- Cover Page
- Letter of transmittal
- Table of Contents
- Proposal Narrative- Statement of Work
- References
- Cost

**COVER PAGE**

Each proposal must have the County's Proposal Schedule Form as the cover page.

**LETTER OF TRANSMITTAL**

A Letter of Transmittal must accompany each proposal.  
The Letter of Transmittal 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.);
- identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- explicitly indicate acceptance of all requirements of the RFP;
- Tell us if the proposal is for the medical/dental only; mental health only; or all services as requested;
- A statement that the proposal is valid for 90 days; and
- Acknowledge receipt of any and all amendments to this RFP;
- Signature of the individual authorized to bind the company in any contract with the County.

## 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.

## PROPOSAL NARRATIVE – STATEMENT OF WORK

Describe your organization's qualifications and experience in providing correctional health care.

1. Demonstration that the provider meets the "Qualifications" section of this RFP.
2. Company history – Specify the date organized to providing health care services in correctional facilities. Include a brief history of the organization, management structure, current services provided, target populations serviced, and any other relevant information pertinent to demonstrating the company's capability and interest in providing services to El Paso County.
3. List company's experience in providing correctional health care. Include number of employees employed, annualized dollars of payroll, and number of years in business.
4. Sufficient information concerning the program for the El Paso County Detention System to evaluate whether or not the provider meets the minimum qualifications for all providers and the job description of the individual who will be the on-site Program Administrator or Medical Director if proposed.
5. Demonstrate that the provider has the willingness and ability to comply with the Standards for Health Services in Jails as established by the NCCHC. In addition, the provider must indicate in detail how these standards will be exceeded, if applicable.
6. Provider must list by name, address and administrator all correctional institutions where the provider is providing medical care, or has provided medical care. Also include inmate population, the length of each contract, and the number of those facilities listed that the provider has taken through NCCHC or ACA accreditation, or has met OFDT standards successfully, if applicable.
7. The provider must list any facilities being served which have obtained the accreditation of the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA), or any facilities that have had to be in compliance with Office of Federal Detention Trustee (OFDT) standards, if the accreditation or compliance occurred in the term of the offeror's contract or service.
8. Proposal must contain a letter of intent from an insurance company authorized to do business in the State of Texas stating its willingness to insure the provider pursuant to the terms of this contract.
9. Proposal must contain a full and complete staffing matrix and organization chart and explain how medical care for inmates within the El Paso County Detention System will be delivered.
10. Copies of the forms utilized in the provision of services must be provided.
11. Copy of the actual Table of Contents from the Health Care Policies and Procedure Manual from the provider.
12. Within thirty (30) days after notice of acceptance of proposal, Provider must provide a Performance Bond for 100 percent of the first year contract amount. The surety company must be licensed in the State of Texas. The provider must maintain a performance bond in the amount stated above for the duration of the contract.
13. Proposal must identify any correctional health care lawsuits defended over the past five years and list the following details for each lawsuit:
  - Case name and docket number

- Names of plaintiff(s) and defendant(s)
  - Names and addresses of all counsel appearing
  - Nature of claim
  - Status of case, including any settlements or judgments
14. Proposal must identify any correctional health care contracts terminated before the expiration date either by the agency or the provider.
  15. Proposal must list the correctional health care accounts that the provider has done business with in the past five years but are no longer under contract.
  16. Proposal must list any penalties the provider has paid or had deducted from any contracts in the past 18 months.

**REFERENCES**

Provide a minimum of three (3) agencies in which the provider is currently providing correctional health care services. References must be provided for an inmate population in excess of 1,000. List Agency Name, address, contact name, phone number and/or e-mail.

**COST**

Provider shall submit their prices according to the following format. Failure to submit all information requested will result in the proposal being considered non-responsive. Providers are required to guarantee prices for the first year of the contract. Subsequent years will be negotiated between the County and the Provider.

Service providers will be paid on a monthly basis **after** services have been delivered. Adjustments for staffing and per diem will be made on a quarterly basis.

- 1) Service provider shall include an annual cost of the contract and an inflationary formula based on the medical CPI for this region.
- 2) The service provider shall also include a population per diem per month based on 2,316 - 2,896 average daily population. In the event population increases upon the opening the additional annex in 2016, the cost per diem shall apply for the increased population. In contrast, if the population decreased over a monthly average, the cost per diem will be reduced.
- 3) Salary information. Please list the following information for each category of health provider in the staffing matrix, i.e. RN, LVN, physician, dentist, etc.

Item	Health Professional	Hourly Salary	Hourly Salary with Benefits	Annual Salary with Benefits
1.				

- 4) Subcontracted Professional Personnel. Please provide the following information for each specialist providing on-site specialty clinics in your proposal, e.g. surgeon, etc.

Item	Specialty	Hourly Salary
1.		

5) Equipment. Please list any equipment you plan to purchase for this contract.

Item	Description	Estimated Cost
1.		

6) Provide a separate line item cost for pharmaceutical services

7) Provide a separate line item for pre-employment physical exams.

8) Provide a separate line item for mental health services.

### **PROPOSAL EVALUATION CRITERIA**

Each proposal will be evaluated and reviewed for demonstrated competence and qualifications by an Evaluation Committee consisting of County stakeholders. In making such evaluation, the team will be guided by the following point system that has 100 points as the maximum total:

- Prior corporate or professional experience relating to correctional health care contracts - up to 20 pts
- Technical proposal – up to 30 pts
- Recruitment & Staffing Plan – up to 20 pts
- References – Up to 10 pts
- Cost – up to 20 pts

### **ORAL PRESENTATION**

Selected service providers who have submitted responsive proposals may be invited to make an oral presentation. Service providers will be notified regarding the dates and times of their presentations. Each presentation shall not exceed one hour. Service providers shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal. Changes to the proposal will not be permitted during the oral presentation.

### **EVALUATION**

The County reserves the right to negotiate with any responsive providers. The County further reserves the right to request Best and Final Offers from two or more providers.

### **AWARD OF CONTRACT**

The award of the contract shall be made after negotiations on the basis of demonstrated competence and qualifications to perform the services called for herein at a fair and reasonable price.

**General Provisions  
County of El Paso, Texas**

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

**1. PROPOSAL PACKAGE**

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

**2. COMPETITIVENESS AND INTEGRITY**

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

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

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

**3. PROPOSER’S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

**4. REJECTION OF PROPOSALS**

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

**5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

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

**6. SUBSTITUTES**

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

**7. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, “Exceptions to Proposal Conditions”, and will be attached to

the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

## **8. PRICING**

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

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

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

## **9. TAX EXEMPTION**

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

## **10. MODIFICATION OF PROPOSALS**

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

## 11. SIGNATURE OF PROPOSALS

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

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

### **Pursuant to the Texas Local Government Code**

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

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

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

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

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

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

## 13. PUBLIC INFORMATION ACT

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



event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**14. RESULTANT CONTRACT**

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

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

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

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

**17. NO COMMITMENT BY COUNTY**

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

**18. BEST AND FINAL OFFERS**

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

**19. SINGLE PROPOSAL RESPONSE**

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

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

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

**21. CHANGES IN SPECIFICATIONS**

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

**22. PROPOSAL IDEAS AND CONCEPTS**

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

**23. BID/PROPOSAL DISCLOSURES**

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

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

**24. WITHDRAWAL OF PROPOSAL**

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

**25. INDEMNIFICATION**

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

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

**B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

**26. PROOF OF INSURANCE**

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

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

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

Successful proposer 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 proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer 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 Proposer 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 Proposer 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 Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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

**27. Conflict of Interest Disclosure Reporting**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For Bidder'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>

**28. NON-COLLUSION AFFIDAVIT**

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

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

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

**29. SOVEREIGN IMMUNITY**

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

**30. MERGERS, ACQUISITIONS**

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

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

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

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

**31. DELAYS**

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

**32. ACCURACY OF DATA**

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

**33. SUBCONTRACTING/ASSIGNMENT**

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

**34. INDEPENDENT CONTRACTOR**

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

**35. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation

of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

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

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

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

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

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

## **COUNTY OF EL PASO, TEXAS**

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:



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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

# **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

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

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

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

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

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
\* Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\* This page must be included in all responses.



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

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RE: RFP #14-051, Inmate Medical Services for the Detention Facility & Jail Annex

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 Veronica Escobar  
Commissioner Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vicente Perez  
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Araceli Hernandez, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Josie Brostrom, Assistant County Attorney  
Rebecca Quinn, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Duran, Assist. Contract Manager  
Sylvia Aguilar, Chief  
Tom Whitten, Assistant Chief  
Wendy Wisneski, Commander  
Marco Vargas, Acting Commander  
Robert Kaminski, Lieutenant  
Jesus Ramos, Lieutenant

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# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

RFP # 14-051

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

**2**

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

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

**3**

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**COUNTY OF EL PASO, TEXAS  
Check List**

**Inmate Medical Services for the  
Detention Facility & Jail Annex  
RFP #14-051**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, October 28, 2014. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?
  
- \_\_\_\_\_ Did you sign the Proposal Signature Page?
  
- \_\_\_\_\_ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?
  
- \_\_\_\_\_ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?
  
- \_\_\_\_\_ Did you sign and complete the “Conflict of Interest Questionnaire”?
  
- \_\_\_\_\_ Did you complete and sign the required “Ethics Training Affidavit Form”?
  
- \_\_\_\_\_ Did you provide one original and six (6) CD or Flash Drive copies in Word/PDF Format of your response? Electronic copies must reflect original hard copy.