



Request for Proposals (RFP)

RFP 2017-06

Substance Abuse Aftercare Treatment Services

Due: **October 14, 2016** before **2:00p.m.**

Public Notice

Notice is hereby given that Webb County is currently accepting sealed RFPs for *Substance Abuse Aftercare Treatment Services*. All RFPs are subject to the Terms, Conditions, & Provisions, of this solicitation.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this RFP package are ***due before 2:00p.m. (Central time), on October 14, 2016.*** RFPs received after the due date and time will not be accepted. All RFPs will be formally opened and read publicly at 2:00pm on October 14, 2016 at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this RFP package are available on our website:

<http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>

**Please submit one (1) original RFP package and one(1) copy in a sealed envelope clearly marked:
RFP 2017-06 Substance Abuse Aftercare Treatment Services**

Please Mail or Hand Deliver proposals to:

**Webb County Clerk's Office
1110 Victoria-Suite 201
Laredo, TX 78040**

1.0 Conditions

- a. All quotations must be submitted with specification forms included in this RFP package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this RFP package.
- b. Webb County reserves the right to hold all RFPs for a period of thirty (30) days from the date of the public opening, without taking action thereon.
- c. Webb County reserves the right to reject any and all RFPs, to waive defects and formalities in such RFP, and to award a contract to the vendor which it considers has submitted the RFP with the overall best value.
- d. It is a requirement of the proposer to acquaint fully with the conditions of the specifications. The failure or omission of any vendor to examine any form, instrument, or document shall in no way relieve him from any obligation of this RFP invitation.
- e. Vendor must fill out all portions of the RFP unless otherwise stated in the RFP package.
- f. **Contract Term/Extension: October 24, 2016 to September 30, 2017** Webb County will consider extending this contract for one (1) additional one (1) year period contingent upon pricing remaining constant during the extension period. *Please indicate below if your company would be interested in an extension.*

YES _____

NO _____

Request for Proposals (RFP-2016-37)

3 year contract for

Substance Abuse Aftercare Treatment Services

Request for Proposals

Please read this entire document carefully and follow all instructions. Each Proposer is responsible for fulfilling all the requirements and specifications.

Introduction

The Webb County Community Supervision and Corrections Department (hereafter called "CSCD") is a political entity of the 49th Judicial District(s) of the State of Texas. CSCD is seeking vendors to provide substance abuse treatment services to offenders under various types of community supervision within their jurisdiction. CSCD is submitting this Request for Proposal ("RFP") with the intent of awarding a contract for the requirement contained in this RFP. However, the CSCD is not obligated to award a contract on this solicitation, and reserves the right to reject any all proposals and award any contracts to best serve its interests.

CSCD implements the Substance Abuse Aftercare Treatment Program in accordance with the orders of the criminal courts having jurisdiction over its operations, community justice plans, and applicable state and federal laws. The Substance Abuse Aftercare Treatment Program and related services are utilized to accomplish the mission of the CSCD, which includes:

1. Protect the public interest and safety of the community,
2. Provide services to the courts in the enforcement of their orders,
3. Provide services that meet the needs of offenders placed on community supervision and assist them in becoming law-abiding citizens,
4. Provide programs and activities designed to reduce the impact of crime, and to
5. Provide alternate sanctions and options to the court for sentencing and supervision.

Qualifications to Submit a Proposal

Proposer must have adequate financial resources, insurance, and legal authority to contract for and furnish the Substance Abuse Aftercare treatment services at issue. Proposer, and any employed staff, must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Department of State Health Services- (DSHS); and in addition, Proposer and any employed staff must be otherwise legally qualified to perform the subject substance abuse treatment and other services prior to the submission of a proposal.

If Proposer is selected under this RFP, CSCD reserves the right to negotiate with Proposer for other levels of service and treatment during the contract period. The furnishing by Proposer to CSCD of such other levels of service and treatment, however, is expressly conditioned on the requirements that: (1) both parties enter into and execute a written contract amendment or new contract, that address the other levels of service and treatment; (2) Proposer obtains, or has all, appropriate licenses and authority to furnish the subject other services and treatment; and (3) the other levels of service and treatment at issue is in the best interest of the CSCD, as determined in the CSCD's sole discretion and judgment.

Proposer must be able to serve CSCD at any location or satellite offices within the CSCD's judicial districts and counties; and as required and instructed by CSCD.

INSTRUCTIONS TO PROPOSERS

Opening Date and Procedures

Completed Proposal

Original and THREE (3) single sided copies

Must be received at:

Webb County Clerk's Office

1110 Victoria Suite 201

Laredo, TX 78040

On or Before 2:00pm on October 14, 2016

Late Proposals will not be accepted

All proposals must be securely sealed in suitable envelopes/boxes and addressed and labeled as follows: "**RFP 2017-06 Aftercare Substance Abuse Treatment Services**". The original proposal must be clearly marked "ORIGINAL", and contain all original signatures.

Proposed Terms The term for the Substance Abuse Aftercare treatment services set forth in a proposal must be for a contract period of one (1) year, with the option for the CSCD to renew. Proposer's prices set forth in their proposal must be firm for the entire time period. It is anticipated that the effective date for any contract that may be awarded to Proposer related to this RFP will be 10/24/2016.

Late proposals will be returned to the Proposer unopened. CSCD will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD. The right is reserved, as the interest CSCD may require, to accept or reject in part or in whole any and all proposals submitted; and to waive any technicalities, informalities, or irregularities in any proposal received.

Submission of Proposals The CSCD is requesting the submission of proposals for the Substance Abuse Aftercare Treatment Program funds for substance abuse treatment services for offenders in Webb County/Counties. A Proposer may structure their proposal to address one or more substance abuse treatment service. Selected Proposer(s) will be notified within 30 business days after the official opening of the CSCD's conditional acceptance or rejection of their proposal. If a conditional acceptance is given to a Proposer, CSCD thereafter will furnish to a selected party a formal written contract.

Proposer's Signature Each proposal must give the name and full business address of the Proposer, and be signed by the Proposer with their usual signature. A proposal by a partnership(s) must furnish the names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the name and title of the person signing. A proposal by a corporation must be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. A proposal by a governmental entity or agency must be signed with the legal name of the agency or entity and by the signature and title of the director, official or other person authorized to bind the entity or agency in the matter. The name of each person signing for a Proposer shall also be typed or printed below their signature. When requested by CSCD, satisfactory evidence of the authority of the officer or person signing in behalf of a corporation, government agency or entity must be furnished.

Subsequent Formal Written Contract Required The award of a formal contract to Proposer for the subject Substance Abuse Aftercare treatment services must be approved by the Director of the CSCD. No rights, obligations, or contractual relations shall commence until both the Proposer and the CSCD Director have executed a subsequent formal written contract containing terms satisfactory to CSCD Director.-The Texas Department of Criminal Justice, federal government, city, county, or any of their agencies, departments, officials and employees are not parties to this RFP, or as to any resulting contract.

Proposer's Responsibilities Due care and diligence has been used in the preparation of the information set forth in this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the liabilities, financial and other exposures, and the verification of all information presented herein, shall rest solely with Proposer. CSCD, the Judicial District(s), and their representatives, will not be responsible for any errors or omissions in these specifications or for Proposer's failure to determine the full extent of any exposures or liabilities resulting from such errors or omissions. Proposer shall not be allowed to take advantage of any errors or omissions in the specifications in this RFP. Where errors or omissions appear in the specifications, Proposer shall promptly notify CSCD in writing of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before the date and time of the proposal submission deadline. Proposer is responsible for all costs of proposal preparation. CSCD is not liable for any costs incurred by Proposer in response to this RFP.

Time of Proposal Opening. Proposals received prior to the time of opening will be kept unopened in a secure place. The CSCD employee whose duty it is to open them will decide when the specified time has arrived, and no proposal subsequently received will be considered, except when the proposal arrives by mail after the time fixed for the opening, but before the time the CSCD to give notification that proposals have been rejected or conditionally accepted, and it is shown to the CSCD's satisfaction that the failure of the delivery of the proposal to arrive on time was due solely to delay in the mails for which the Proposer was not responsible, such proposal shall be considered. Unless specifically authorized, proposals by telegraph, facsimile, e-mail, Internet, or other means of electronic communication will not be

considered, but modification by such electronic communication of a proposal already submitted, will be considered prior to the date and hour set for opening.

Proposals submitted in response to this RFP shall be opened by CSCD so as to avoid disclosure of the contents to competing offers. Details of competing proposals will not be publicly disclosed by CSCD until all ensuing negotiations have been completed and any written contractual agreements and related requirements have been furnished and executed as allowed by law.

The CSCD reserves the right to negotiate and enter into a written contract with the Proposer that in its opinion, offers the most advantages to CSCD utilizing the best evaluation factors. Subjective (criteria other than price) as well as objective criteria's may be used to evaluate and select vendors for TAIP services for the purpose intended. The CSCD reserves the right to accept the proposal presenting the best offer, or to reject any and all proposals.

Overview

Any contract that is offered and furnished by CSCD to Proposer under this RFP will be a FEE FOR SERVICE type contract with cost justification. Such offered contract will contain terms and conditions similar to those set forth in the *Contract Management Manual for TDCJ Funding of Offender Services* (July 1, 2007) as such provisions therein may be revised by CSCD and Proposer to conform to the circumstances.

If a contract is offered and furnished by CSCD to Proposer, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFP, will be attached and incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services*, at pp. 25- 28 (July 1, 2007). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

In all events, Proposer must ensure that only reasonable and allowable costs are used in the cost justification set forth in the **Vendor Operational Plan and Program Budget** and other provisions of their proposal submitted in response to this RFP. If during the term of any contract that may be offered and furnished to Proposer, unallowable or unreasonable costs or monies that are expended by Proposer in contravention of the requirements and specifications contained in this RFP, Proposer may be subject to contractual liabilities, damages, and in addition under certain circumstances to criminal sanctions.

Budgets, Accounting Records, Etc.

Proposers with multiple contracts with state or local governments or other agencies are required to develop budgets, accounting processes and records that allow for the verification of Proposer's rates by CSCD, TDCJ-CJAD, and any

government auditors. This obligation for verification of Proposer's rates may include information as to Proposer's indirect cost rates, overhead, and cost pooling practices.

Proposer's budget included in the proposal prepared in response to this RFP should follow all applicable CJAD Substance Abuse Standards, TDCJ-CJAD contract guidelines, and Department of State Health Services (DSHS) rules, See, i.e. Texas Administrative Code Title 37, Part 6, Chapter 163.40 (Substance Abuse Treatment Standards); Texas Administrative Code, Title 25, Part 1 Chapter 448 (Standards of Care); Contract Management Manual for TDCJ – CJAD Funding of Offender Services at pp. 31-34 (Sept. 1, 1999); U.S. Office of Management and Budget Circulars ; OMB Circular A-87 (Cost Principals for State, Local and Indian Tribal Governments) (amended August 2, 1997); OMB Circular A-122 (Cost Principals for Non-Profit Organizations) (dated June 1, 1998); OMB Circular A-123 (Management Accountability and Control) (June 25, 1995); and OMB Circular A-127 (Financial Management Systems (revised July 23, 1993). Such OMB circulars are available at the website for the U. S. Office of Management and Budget ("<http://www.whitehouse.gov.omb/circulars.html>").

Any contracts that may be awarded to Proposer related to this RFP will be for “substance abuse treatment services” only. Other educational and/or non-substance abuse services are not eligible for the Substance Abuse Aftercare Treatment Services. Services such as anger management can be included by a Proposer in treatment to the extent they are inclusive in a substance abuse treatment program, and relate to the specific issue of substance abuse.

Under any contract that may be awarded related to this RFP, Proposer will be obligated to submit one (1) copy each month of an itemized invoice for payment for Substance Abuse Aftercare Treatment Services being provided. In addition, government agencies or entities that provide the Substance Abuse Aftercare Treatment Program services may be required to use the forms and procedures specified by the CSCD. Proposers may be required to submit billing electronically to CSCD on software provided by TDCJ-CJAD.

At all times CSCD retains control over the offenders that may be referred by Proposer to government agencies or third parties to provide other or additional substance abuse treatment services. If a offender is determined by Proposer to be in need of additional or different treatment services, such offender is to be referred back to the CSCD for a determination as to what, if any, further action or treatment should occur. The policies and procedures that pertain to the circumstances for these additional and other referrals, if any, that may occur shall be addressed in the written Vendor Operational Plan as submitted by Proposer in response to this RFP for consideration to be incorporated into the contract as entered into between CSCD and Proposer. See also in this regard, *Contract Management Manual of TDCJ-CJAD Funding of Offender Services* (Sept. 1, 1999), Section III, Item H at pp. 27-28 (Vendor Operational Plan and Performance Measures); and Section IV at pp. 46-70 (Substance Abuse Treatment Services Operations Agreement for Community Corrections Departments).

The proposal submitted by Proposer, including the above-referenced Vendor Operational Plan submitted shall describe and define Proposers’ diagnosis and assessment criteria, performance measures, and coordination activities that relate to the identification of treatment or medical needs beyond the scope of the services to be provided by Proposer.

If required, Proposer at no additional cost to CSCD must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for CSCD and offenders. See,

Substance Abuse "Treatment Services" Operations Agreement for Community Supervision and Corrections Departments, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, Art. I., §1.11 at. p. 55 (Sept. 1, 1999).

The prices quoted by Proposer in a response to this RFP should be the full cost of the subject treatment. If a contract is offered and furnished by CSCD to Proposer related to this RFP any other funds (including client participant fees) available to the Proposer from public or private sources shall be deducted from the total billable amounts submitted to CSCD by Proposer.

Before the award of any contract related to this RFP, Proposer may be required to furnish CSCD with satisfactory evidence as to the pecuniary and financial resources and insurance coverage's that are available to Proposer in order to fulfill the conditions of such contract. CSCD may further require that all financial reports or statements furnished reflect the Proposer's current financial status, and are certified as to accuracy by a certified public accountant.

Additional Terms

Transportation to any out of town vendor facility must be provided by the vendor for clients.

Subject to Availability of Funds

The CSCD's payment and other obligations related to the treatment services provided under any contract that may be awarded to Proposer is subject to the availability of funds appropriated by the State Legislature as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. Any contract that may be entered into between CSCD and Proposer related to this RFP does not represent or constitute an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice - Community Justice Assistance Division.

Miscellaneous

Under any contract that may be awarded related to this RFP, Proposer shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFP.

REQUIREMENTS FOR SUBSTANCE ABUSE AFTERCARE TREATMENT CATEGORIES

TEXAS ADMINISTRATIVE CODE. Title 37. PUBLIC SAFETY AND CORRECTIONS

Part VI. TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Chapter 163. COMMUNITY JUSTICE ASSISTANCE DIVISION STANDARDS

§163.40 SUBSTANCE ABUSE TREATMENT STANDARDS....

§163.40 Substance Abuse Treatment

(a) Definitions. These words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) "Admission" is the administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) "Aftercare" is the counseling and community based support services that are designed to provide continued support for treatment delivered in a residential or outpatient program.

(3) "Aftercare Caseloads" is the supervision of and support services for offenders who have completed a substance abuse treatment program.

(4) "Assessment" is a process conducted by a qualified credentialed counselor or counselor intern trained to administer a structured interview to determine the nature and extent of an offender's chemical abuse, dependency, or addiction, and to assist in making an appropriate referral. Other criminogenic risks and needs will be assessed and incorporated into the individual treatment plan.

(5) "Best Practices" are evidence based substance abuse treatment programs that address concepts such as criminogenic risks and needs, responsivity, and cognitive behavioral treatment, and programs that possess the following hallmarks:

(A) Validated treatment assessments that include criminogenic risks and need factors;

(B) A treatment regimen that focuses on changing criminogenic risks and needs, behaviors, and thinking patterns;

(C) A treatment regimen that includes a specific, cognitive behavioral program that has been recognized in professional criminal justice journals;

(D) Responsivity in addressing offenders' needs and employment of qualified staff; and (E) Measurable outcomes to reduce substance abuse, dependency, or addiction as well as other criminogenic risks and needs.

(6) "Chemical Dependency" is a substance related disorder as defined in the most recent published edition of the *Diagnostic and Statistical Manual of Mental Disorders*.

(7) "Continuum of Care" is a system that provides for the uninterrupted provision of essential services from initial assessment through completion of treatment.

(8) "Counseling" is face-to-face interaction between offenders and counselors to help offenders identify, understand, and resolve personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(9) "Counselor" is a graduate or counselor intern working towards licensure that would certify the individual to be a qualified credentialed counselor.

(10) "Counselor Intern" (CI) is a person seeking a license as a chemical dependency counselor who is registered with the Texas Department of State Health Services (DSHS) and pursuing a course of training in chemical dependency counseling at a registered clinical training institute or under the supervision of a certified supervisor.

(11) "Criminogenic Risk and Needs" are dynamic risk factors that are directly related to crime production, such as antisocial peers; antisocial beliefs, values, and attitudes; substance abuse, dependency, or addiction; anger or hostility; poor self-management skills; inadequate social skills; poor attitude toward work or school; and poor family dynamics.

(12) "Detoxification" is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(13) "Direct Care Staff" is staff responsible for providing treatment, care, supervision, or other direct client services that involve face-to-face contact with an offender.

(14) "Discharge" is formal documented termination of services.

(15) "Discharge Summary" is a written report of the offender's progress and participation while in treatment, including a discharge plan that provides an aftercare or supervision plan designed to sustain progress for offenders successfully completing treatment.

(16) "Education" is instruction; a planned, structured presentation of information that is related to substance abuse or chemical dependency. Education is not considered counseling.

(17) "Emergency" is a situation requiring immediate attention and action to treat or prevent physical or emotional harm or illness.

(18) "Evaluation" is a process conducted by a community supervision officer (CSO) trained to administer the Texas Department of Criminal Justice Community Justice Assistance Division (TDCJ CJAD) Substance Abuse Evaluation instrument to determine the nature and extent of an offender's chemical abuse, dependency, or addiction to assist in making an appropriate referral. Other criminogenic risks and needs will be assessed and incorporated into the individual treatment plan.

(19) "Facility" is the physical location of the treatment program operated by, for, or with funding from the TDCJ CJAD. Some locations may be secured facilities for inpatient treatment; other programs may be offered at locations as outpatient treatment.

(20) "Graduate" is an individual who has successfully completed, or been exempted from, supervised work experience and who is still registered with the DSHS as a CI, as defined by the DSHS.

(21) "Grievance" is a formal complaint limited to matters affecting the complaining offender personally and limited to matters that the facility or program has the authority to remedy.

(22) "Intake" is the process of gathering information to determine if an offender is eligible and appropriate for services as well as providing information to the offender about a program's services and rules.

(23) "Intensive Outpatient Treatment" is an outpatient treatment program that delivers no less than six hours per week of chemical dependency counseling.

(24) "Life Skills Training" is a structured program of training, based upon a written curriculum and provided by qualified staff designed to help offenders with social competencies, such as communication and social interaction, stress management, problem solving, decision making, and management of daily responsibilities.

(25) "Primary Counselor" is an individual working directly with and responsible for the treatment of the offender.

(26) "Qualified Credentialed Counselor (QCC)" is a licensed chemical dependency counselor or one of the practitioners listed below who is licensed and in good standing in the state of Texas as defined by the DSHS:

(A) Licensed professional counselor;

(B) Licensed master social worker;

(C) Licensed marriage and family therapist;

(D) Licensed psychologist;

(E) Licensed physician (MD or DO);

(F) Licensed physician's assistant;

(G) Certified addictions registered nurse; or

(H) Licensed psychological associate; and

(I) Nurse practitioner recognized by the Board of Nursing as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health.

(27) "Responsivity" is matching the characteristics of the offender with the program modality, and the knowledge, skills, and abilities of the staff. It includes offender's learning style and readiness for treatment; the quality of the treatment relationship; and the staff's therapeutic approach, cultural competency, use of reinforcement, and modeling.

(28) "Screening" is the initial stage of a process when it is determined whether an offender has a chemical dependency problem that may require further assessment or evaluation.

(29) "Senior Counselor, Unit Manager, or Unit Supervisor" is a supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(30) "Special Needs Populations" are offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(31) "Structured Activity" is a planned, interactive, scheduled event that is overseen by staff in which participants actively take part in an activity related to recovery, health, life skills, or interpersonal skills.

(32) "Supportive Outpatient Treatment" is an outpatient treatment program that delivers no less than two hours per week of chemical dependency counseling.

(33) "Treatment" is a planned, structured, and organized program, either residential or nonresidential, designed to initiate and promote an offender's chemical free status or to maintain the offender free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(34) "Treatment Team" is the team consisting of at least the offender, the offender's counselor, and a CSO or residential CSO when appropriate.

(b) Compliance. Compliance with TDCJ CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded directly or indirectly or managed by the TDCJ CJAD. Programs and facilities providing only substance abuse education are not subject to these standards.

(c) Accreditation of Personnel and Staff Development. The employer shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

(d) Admissions and Removals.

(1) Eligibility. Programs shall have written eligibility criteria specific to the services and mission of the program. Offenders may be admitted into a program only by order of the court and only if they meet the minimum eligibility criteria as outlined in the program policies, licensure, or CJAD approved program (design). Offenders found to be ineligible for admission within 10 days of arrival at the program shall not be counted in program admissions.

(2) Specific admission criteria and procedures shall be documented. Offenders are eligible for substance abuse treatment programs if:

(A) There is responsivity between the treatment services provided by the program and the offender's criminogenic risks and needs;

(B) A court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

(C) The program allows readmissions and the offender meets the admission criteria.

(3) For offenders placed in treatment programs who do not meet admission or eligibility criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required with copies kept in the offender's file. Offenders who do not meet eligibility criteria will be considered ineligible and shall not be counted as discharged.

(e) Intake. There shall be written policies and procedures establishing an intake process to determine eligibility for offenders entering a substance abuse treatment program. The intake process must be completed within 10 working days of an offender's arrival in a program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools shall be used in all substance abuse treatment programs within 10 working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

- (1) Identification of strengths, abilities, needs, and substance preferences of the offender;
- (2) Summarization and evaluation of each offender to develop individual treatment plans; and
- (3) Assessments completed by a QCC or a CI. If the assessor is a CI, the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

(1) A summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;

(2) Family information, including substance use and abuse by family members and supportive or dysfunctional relationships;

(3) Vocational and employment status, including skills or trades learned, work record, and current vocational plans;

(4) Health information, including medical conditions that present a problem or that might interfere with treatment;

(5) Emotional or behavioral problems, including a history of psychiatric treatment;

(6) Educational achievement level;

7) Intellectual functioning level; 53

(8) Responsivity analysis; and

(9) A diagnostic summary signed and dated by a QCC.

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policies and procedures to ensure protection of the offender's rights according to federal and state guidelines.

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for information that identifies an offender.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient, shall include the following information at a minimum:

(1) Court order placing the offender into the program;

(2) Initial intake information form;

(3) Referral documentation;

(4) Case information from referral source, if applicable;

(5) Release of information forms;

(6) Relevant medical information;

(7) Case history and assessment including risk and needs assessment and Strategies for Case Supervision, if required;

(8) Individual treatment plan;

(9) Evaluation and progress reports; and

(10) Discharge summary.

(l) Offender Records Review Policy. There shall be written policies and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health and Safety Code and 42 Code of Federal Regulations Part 2. This access does not apply to criminal justice records. Restrictions on access to treatment records shall be specified and explained to offenders upon request. Exceptions may be made if providing the records to the offender has the potential to harm the offender or others.

(m) Treatment Planning and Review. Initial individual treatment plans shall be completed by the counselor collaborating with the offender within 10 working days from the date of admission to a community corrections facility (CCF), county correctional center, or any other substance abuse treatment program or through a similar process approved by the community supervision and corrections department (CSCD). Substance abuse treatment shall be based on substance abuse, chemical dependency or addiction, and other criminogenic risks and needs identified through assessments and revised according to the offender's successful resolution of those substance abuse, chemical dependency, addiction, and other criminogenic risks and needs. Treatment plans shall include criteria for discharge that are based on the achievement of treatment plan goals and shall be reviewed at timely intervals with a minimum of

once each month or when major changes occur such as a change in stage. The treatment planning and review process shall ensure that:

- (1) The primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions;
- (2) All revised treatment plans are signed and dated by the counselor and the offender; and
- (3) Results of the review are documented and placed in the treatment file, with a copy to the CSO.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, document counseling sessions, and summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Stages. Each treatment program shall develop written criteria based on achievement of treatment plan goals for an offender to advance or regress from a stage of treatment. An offender must meet the criteria for a change in the stage of treatment before such a change or a discharge is implemented. The treatment team shall confer when the offender is subject to a major setback in the program and prior to discharge.

(p) Discharges from Treatment. Discharge from a program shall be according to one of the following criteria:

- (1) Completion of Program. The offender has made sufficient progress towards meeting the objectives of the treatment plan, including addressing criminogenic risks and needs and program requirements, or the offender has satisfied a period of placement as a condition of community supervision;
- (2) Inappropriate Placement or Unable to Participate. The offender is removed:
 - (A) By order of the court;
 - (B) By operation of law for conduct occurring prior to admission into the program; or
 - (C) Because the program did not address the risk and needs of the offender.
- (3) Violation of Program. The offender has demonstrated noncompliance with the program criteria or court order, including absconding from the program; or
- (4) Other. The offender manifests a medical or psychological problem, including death, which prohibits participation or completion of the program requirements.

(q) Discharge Plan. The treatment team shall adopt a discharge plan for each offender prior to successful discharge. The discharge plan shall be sent to the offender's CSO within seven days after discharge and provide a summary of:

- (1) Clinical problems at the onset of treatment and original diagnosis;
- (2) The problems or needs and strengths or weaknesses identified on the master treatment plan;
- (3) The goals and objectives established;
- (4) The course of treatment;
- (5) The outcomes achieved; and
- (6) A continuum of care and relapse plan for aftercare treatment, which must be prepared with the offender and a family member or significant other, if appropriate and available.

(r) Discharge Summary. A discharge summary shall be prepared, within 30 days, for all offenders who leave the program successfully. The summary shall include elements (1) - (5) of the discharge plan.

(s) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policies and procedures shall ensure the following standards are met:

- (1) All substance abuse services shall be delivered according to a written treatment plan that has been developed from the offender's assessment.
- (2) Group counseling sessions are limited to a maximum of 16 offenders. Group education and life skills training sessions are limited to a maximum of 35 offenders. These limits do not apply to multi family educational groups, seminars, outside speakers, or other events designed for a large audience.
- (3) All programs shall employ a QCC.
- (4) All counselor interns shall work under the direct supervision of a QCC.
- (5) Chemical dependency counseling shall be provided by a QCC, graduate, or counselor who has the specialized education, training, or expertise in that subject matter. Chemical dependency education shall be provided by counselors or individuals who have the specialized education, training, or expertise in that subject matter.
- (6) Direct care staff shall be awake and alert on site during all hours of program operation.

(7) Residential programs shall have, at a minimum, one counselor on duty at least eight hours a day, five days a week.

(8) Offenders in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while offenders are sleeping.

(9) The program shall include a culturally diverse curriculum applicable to the population served and shall be evidenced through demonstrated, appropriate counseling, and instructional materials.

(10) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning, and case management documentation.

(11) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication that provide for:

(A) Conformity with state regulations; and

(B) Documentation of the administration of medications, medication errors, and drug reactions.

(12) Chemical dependency education and life skills training shall follow a course outline that identifies lecture topics and major points to be discussed. All educational sessions shall include offender participation and discussion of the material presented.

(13) The program shall provide education about the health risks of tobacco products and nicotine addiction.

(14) The program shall provide human immunodeficiency virus (HIV), Hepatitis B and C, and tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the DSHS.

(15) Offenders shall have access to HIV counseling and testing services directly or through referral, as follows:

(A) HIV services shall be voluntary, anonymous, and not limited by ability to pay.

(B) Counseling shall be based on the model protocol developed by the DSHS.

(C) In all TDCJ CJAD funded facilities, testing, as well as pre- and post-test counseling, shall be provided by the medical department or contracted medical provider.

(16) The program shall make testing and information for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year, as follows:

(A) Services may be made available directly or through referral.

(B) If an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.

(C) A CCF shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(17) The program shall:

(A) Refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and verify services were received; and

(B) Refer offenders to ancillary services, such as mental health services, necessary to meet treatment goals.

(18) CSCDs that contract for services shall give preference to available programs that include the following elements of best practices in criminal justice treatment. CSCDs that conduct their own programs are required to incorporate the following elements of best practices in criminal justice treatment:

(A) Validated treatment assessments that include substance abuse, dependency, or addiction, and other criminogenic risks and needs factors;

(B) A treatment regimen that focuses on changing substance abuse, dependency or addiction, and other criminogenic risks and needs, behaviors, and thinking patterns;

(C) A treatment regimen that includes a specific, cognitive behavioral program that has been recognized in professional criminal justice journals; and

(D) Responsivity in addressing offenders' needs and in employment of qualified staff.

(19) CSCDs that place offenders in substance abuse treatment programs shall ensure that offenders are referred to available aftercare services, giving preference to programs that incorporate best practices elements.

(t) Stages of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan program proposal stages of treatment to be provided as described in subsections (v) - (y) of this rule.

(u) Detoxification. Offenders being referred to detoxification services shall be referred to licensed service providers.

(v) Intensive Residential Treatment. Written policies and procedures shall ensure the following:

(1) All offenders admitted to intensive residential treatment shall have written justification to support their admission, be medically stable, and able to participate in treatment.

(2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed 10 offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Program counselors shall complete a comprehensive offender assessment and individual treatment plan within 10 working days of admission.

(5) The facility shall deliver not less than 25 hours of structured activities per week for each offender, including:

(A) Ten hours of chemical dependency counseling using a cognitive behavioral approach with no less than one hour of individual counseling;

(B) Ten hours additional education, counseling, life skills, or rehabilitation activities; and

(C) Five hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social, and behavioral elements. Anyone facilitating a cognitive curriculum shall be trained in that specific curriculum. All direct care staff shall receive training on the principles of a cognitive

(9) Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.

(10) Each offender's progress shall be assessed regularly by clinical staff to help determine the length and intensity of the program.

(11) Counseling and education schedules shall be submitted to the funding entity for approval.

(12) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(13) The outpatient treatment stages may be used for residents in the work release phase of any residential substance abuse treatment program.

(y) Special Needs Populations. Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders shall provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program shall be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities and disorders, the treatment plan shall specifically address those issues that might impact treatment, recovery, relapse, and recidivism.

(4) Personnel qualified in the treatment of coexisting disabilities and disorders shall be available as needed.

(5) Within 96 hours of admission to a special needs residential program, an offender shall be administered a medical and psychological evaluation.

(6) Within 10 days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as a discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments shall rest with a single designated responsible physician licensed by the state.

(A) Services and treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication that provide for:

(i) Conformity with state regulations;

- (ii) Documentation of the rationale for use and goals of service and treatment consistent with the individual treatment plan;
- (iii) Documentation of the administration of medications, medication errors, and drug reactions; and
- (iv) Procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders shall follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than 16 offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders have no less than 10 days of appropriate medication for use after discharge.

(z) Use of Force. The CSCD director and facility director shall ensure that a residential treatment program has written policies, procedures, and practices that restrict the use of physical force to instances of self protection, protection of offenders or others, or prevention of property damage. The use of physical force against an offender is never justifiable as punishment. A written report shall be prepared following all uses of force, and all such written reports shall be promptly submitted to the CSCD director and facility director for review and follow-up. Only an individual who is properly trained in the use of such devices may use restraining devices, aerosol sprays, and chemical agents. These devices shall only be used in an emergency by such an individual in self protection, protection of others, or other circumstances as described previously.

Source Note: The provisions of this §163.40 adopted to be effective October 4, 1998, 23 TexReg 9775; amended to be effective June 20, 2002, 27 TexReg 5220; amended to be effective April 17, 2003, 28 TexReg 3065; amended to be effective April 21, 2005, 30 TexReg 2234; amended to be effective September 11, 2011, 36 TexReg 5693

Proposal Submission Requirements

A proposal submitted in response to this RFP should be made in accordance with the instructions and other items set forth above, as well as the following:

1. Each proposal must respond to all portions of the RFP and include information sufficient to constitute a Vendor Operations Plan and Budget. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms at pp. 25 to 29).
2. Once the Proposer's written proposal has been received by CSCD, Proposer may not submit changes, amendments, or modifications to their written proposal prior to the date and time set for opening. Notwithstanding the foregoing, however, that modifications from Proposer by telegraph, facsimile, e-mail, Internet or other electronic means will be considered prior to the date and hour of opening. Proposer may, however, withdraw and resubmit a written proposal anytime prior to the final date and hour set for receipt of proposals. CSCD in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
3. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD.
4. CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.
6. Any Proposer who submits a written proposal in response to this RFP without attending the scheduled pre-proposal conference does so at their own risk, and waives any right to assert claims due to undiscovered information.
6. After the opening of proposals and prior to the award of a formal contract to Proposer, CSCD reserves the right to make a pre-award site visit of any or all Proposer's facilities to be used in the performance of work and services related to this RFP. Proposer agrees to allow CSCD, its agents and representatives all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure of Proposer to allow such an inspection shall be cause for rejection of a proposal as being non-responsive. CSCD reserves the right to reject the facilities that are the subject of a Proposal as unacceptable for performance under this RFP as a result of such site visit survey by CSCD.
7. The Proposer's past performance under other contracts or dealings with CSCD or for other public entities may also be used for purposes of evaluating Proposer's suitability for award of a contract under this RFP.
8. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
9. Proposals should not contain or display promotional materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number to the question in the RFP.

10. Any person or entity contemplating the submission of a proposal in response to this RFP that is in doubt as to the meaning or interpretation of the specifications, proposal documents, or any part thereof, may submit a request for clarification to the CSCD Director. Such request must be submitted on or before the fifth calendar day at 5:00 p.m., prior to the scheduled date and time of opening. **All requests and questions from Proposer shall be in writing**, and directed to CSCD at the following address: 1110 Victoria, Suite 104 Laredo, TX 78040

Required Information

Describe eligibility criteria for persons on community supervision / probationers / pre-trial intervention, including any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). Also include which offenders, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history information, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12132, and the regulations promulgated thereunder. The CSCD may consider proposals to provide substance abuse treatment services for Special Needs Offenders at higher rates.

Program Description

- 1) State whether the proposal for the Substance Abuse Aftercare services being submitted by Proposer is for one of the following:

NEW	did not have existing contract with CSCD
CONTINUED	existing contract with CSCD
MODIFIED	previously contracted with CSCD and some aspect of the program/service is being modified from the previous year.

- 2) Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, probationers, and pre-trial offenders.
- 3) Describe Proposer's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use.
- 4) Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial offenders responsibilities that are to participate in Proposer's treatment and services (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
- 5) Describe the Proposer's experience and history, if any, in working with offenders or clients who are, or were, involved with the criminal justice system in Texas or elsewhere..

6) Specific requirements for Non-Residential Treatment Services:

- a. Describe the procedure used by Proposer, and information that is necessary for an offender to be admitted to their program/service.
- b. Describe and specify any diagnostic assessments by Proposer that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Proposer. Describe why these particular assessments will be utilized.
- c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.
- d. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized.
- e. If individual counseling is provided, describe counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling.
- f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Proposer to determine when to release a client early or to request a written extension.
- g. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to the CSCD and/or supervising Community Supervision / Pre-Trial Officers.
- h. Describe communication process and frequency of communication between Proposer's program staff and CSCD the Department and/or the supervising Community Supervision/Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if communication process or frequency will vary during duration of Proposer's services/treatment.
- i. Describe the Proposer's client discharge / termination procedure (successful/unsuccessful) from the program / service being provided. Include if certificates of completion will be provided by Proposer to participants, and if so, the procedure to provide certificate to an offender and the notification procedure to be used by Proposer to the CSCD and /or supervising Community Supervision / Pre-Trial officer.
- j. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures.
- k. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

Objectives

Describe, at minimum, Proposer's program performance measures and standards, to include at least the following:

- 1) Outputs
 - a) Total number of offenders served
 - b) Total number of counseling hours provided
 - c) Any other output measures

- 2) Outcomes.
Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.
 - a. Total number of successful program completions
 - b. Reduction of drug or alcohol use by offenders
 - c. Any other Program Outcomes

Program Evaluation Methods

- 1) Describe Proposer's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
- 2) Describe Proposer's plan and records for monitoring, determining, and evaluating outputs and outcomes.
- 3) Identify the specific employees of Proposer who are responsible for the monitoring of Proposer's performance measures, outputs, and outcomes.
- 4) Describe how data and records will be gathered by Proposer to determine treatment and program outputs and outcomes.
- 5) Describe test instruments or questionnaires that will be used by Proposer.
- 6) Describe Proposer's process of data analysis (if applicable).
- 7) Describe the evaluation reports to be prepared and produced by Proposer.
- 8) Describe the Proposer's Management Information System (MIS), electronic databases, and records to be used by Proposer for tracking clients in treatment and after discharge.
- 9) If a continued or modified program, please describe results of Proposer's program evaluation data of Substance Abuse Aftercare Program clients from the last two years. A program new to the Substance Abuse Aftercare Program may use data from other client populations.
- 10) Additional Outcomes. These outcomes will be measured by the CSCD or CJAD, however, describe treatment services that your facility or program uses in accomplishing these goals:

- a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up)
- b. Decrease re-incarceration
- c. Decreased revocation

Additional Information Required of Proposer

Each proposal shall contain the following information:

1. Name, title, telephone and fax number of Proposer's contact person for all inquiries from CSCD. The contact person shall be responsible for fielding all inquiries from the CSCD related to the proposal, and providing the Proposer's response to CSCD's inquiries
2. Business form of Proposer (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
 - a) If a corporation, include the date and state of incorporation.
 - b) Whether Proposer is for profit business or non-profit corporation, governmental agency or entity
 - c) Names and addresses of Proposer's principal officers, directors, or partners.
 - d) Identify all employees, officers, or staff of Proposer who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor.
 - e) A copy of Proposer's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement--each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that Proposer is a duly qualified, capable and otherwise bondable business entity that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
 - f) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
 - g) The organizational chart showing Proposer's staff and management.
3. The name and address of the Proposer's insurance carrier(s), along with a letter or statement(s) from Proposer's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFP is/are either in force or available to upon Proposer.

4. Complete reference information for all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment. Specify dates for such similar service contracts, and current rates being charged by Proposer for these contracted services.
5. A list of all civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.
6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.
7. Other organizational, biographical, or financial information deemed relevant by the Proposer or as requested by CSCD.
8. Describe all of the locations where the services and treatment at issue will be provided by Proposer. Detailed information is needed for each physical facility and location where Proposer is to provide services and treatment, including--- contact person, title, physical address, phone and fax numbers, e-mail addresses, types of clients if specific to a particular site (*i.e.*, all male or all female sites), and the levels of treatment and service provided by Proposer at each site. Is the location accessible to public transportation and in a geographic area accessible to offenders? Is the location(s) near schools, day care centers, churches, or other facilities where offenders may be a threat to public safety? Is the location also used to serve any persons who are on parole, the jurisdiction of juvenile authorities, or mental or medical health agencies or providers?
9. Describe when the treatment and services which are the subject of Proposal could begin.

Proposal Evaluation Factors

CSCD will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The ultimate objective of CSCD is to enter into a contract that is most favorable and cost effective under the circumstances. A weighted evaluation criteria, utilizing a numeric score, will be used by CSCD to review the proposals.

Subject to the reservations previously stated, and based on TDCJ-CJAD notification of funding allocations, CSCD believes funding will be awarded, and that in September 01, 2016 CSCD may negotiate a formal contract or contracts as to the subject The Substance Abuse Aftercare treatment and services related to this RFP.

CSCD anticipates that the criteria to be used for reviewing the proposals that are submitted in response to this RFP, among other things, will include the following items:

- A. The proposed price per unit of service.
- B. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- C. Completion of all aspects and information asked for in this RFP and the attachments thereto.
- D. Proposer's qualifications (e.g., Experience/Licenses/Certifications of management and staff).
- E. Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- F. Proposer's experience in working with the target population being addressed in the proposal.
- G. In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.
- H. Proposer's services and treatment activation plan and time frames and dates.
- I. Proposer's program performance measures, evaluation, and monitoring procedures.
- J. The adequacy, and extent of Proposer's financial resources and insurance coverage(s).
- K. Other factors such as the availability of multiple locations, convenience of hours or location to target population, and Proposer's ability to accept some referrals under other funding pools.

As previously stated, CSCD's proposal review process may include pre-award site visits to any and all of Proposer's facilities. In addition, as a part of the proposal review process, CSCD reserves the right to afford to Proposer's representatives the opportunity to make a brief oral presentation before the CSCD Review Committee. If CSCD determines that such oral presentation is necessary or appropriate, any such oral presentations will be scheduled by CSCD at its discretion and convenience.

Following the CSCD's Selections of Proposer(s)

If any contract is awarded to Proposer, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the **Vendor Operations Plan and Budget**. Such Vendor Operations Plan and Budget will be used by CSCD in determining and evaluating the adequacy of Proposer's provision of the Substance Abuse Aftercare Treatment services and contract compliance.

If a formal written contract is negotiated and entered into between Proposer with CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 49–70 of the *Contract Management Manual for TDCJ-CJAD Funding of Offender Services* (September 1, 1999). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference; and for Proposer's convenience these pages from this referenced Contract Manual are also reproduced in this RFP. Prior to its furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable rules, legislation, or other requirements.

**Appendix I
COVER PAGE**

All proposals must include this cover page as the first page

Proposal to Perform Substance Abuse Aftercare Services

PROPOSALS DUE: _____	_____ COUNTY CSCD	Substance Abuse Aftercare Treatment Program
Subject of Proposal		
Proposer's Legal Name	Headquarters' Address	Taxpayer ID
Address (for each Substance Abuse Aftercare Program Service/ Treatment location) (Use separate pages if needed)		
Contact Information	PHONE: FAX:	EMAIL:
Service Type	Rate	Exceptions
Supportive Residential		
Outpatient		
Other		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	Name	Title

PROPOSALS DUE: _____	_____ COUNTY CSCD	Substance Abuse Aftercare Treatment Program
Subject of Proposal		
SIGNATURE		

Expenditure Lines

1) Personnel Salaries:

Please use the most logical and concise manner to convey the personnel cost of each program. Each person participating in the provision of services should be listed with the annual salary and the percent of time allocated to the program. Example:

<u>Position Title</u>	<u>Staff Name</u>	<u>Annual Salary</u>	<u>% Time</u>	<u>Total</u>
Supervisor	Jones, Bill	\$30,000	80%	\$24,000

2) Personnel Fringe Benefits:

FICA, SUTA, Medicare, medical, dental, retirement, workers compensation, and unemployment tax are considered fringe benefits. There may be others specific to your agency. Please list as appropriate. Some items may be carried as indirect costs under the AOther expenditure line.

3) Personnel Training:

These costs are those associated with maintaining credentials and licenses, including registration fees and in-service training. In agencies that receive funding from multiple sources, please do not assign all training to this budget. Instead, use an assignment based on the percentage of time employees receiving training are dedicated to the CSCD's residential facility.

4) Personnel Travel:

This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs. Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the "Transportation" expenditure line.)

5) Equipment:

This expenditure line item may include leased equipment, insurance, and annual depreciation of equipment used in this program. For any vendor-owned equipment associated with the program, appropriate percentages may be depreciated and charged as an indirect cost in the "Other" expenditure line. Appropriate depreciation schedules must be attached with indication of total indirect costs and the percentage charged to the CSCD program.

6) Transportation:

Transportation costs, such as gasoline, parking, etc., of transporting residents to and from facilities or related program activities are to be placed in this line item. Mileage logs will be required for audit purposes. Transportation costs associated with CSCD-owned vehicles will be paid from the CSCD facility budget.

7) Consumable Supplies:

This expenditure line includes office supplies, tests, educational supplies, posters, food for residents, housekeeping costs, postage, linens, resident medical supplies, urinalysis testing supplies, etc.

8) Other:

Included in this expenditure line are profit, professional services (specify type of service), insurance, pest control service, janitorial, and miscellaneous indirect costs (please specify and attach an explanation of the allocation method and expenditure items included for indirect costs, along with the percentage applicable to the CSCD program).

9) Facility:

This line item includes items such as building rental, maintenance, insurance (content and liability), utilities, building depreciation or use allowance (attach schedule). Purchase or lease-purchase payments for facilities are not allowable expenditures from State funds.

All expenditures must be reasonable and allowable and related to the program. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed. Vendors must maintain an accounting system in accordance with the line item categorization as outlined in the Vendor Program Budget (Request for Funding) for the CSCD-funded program.

Appendix II (Substance Abuse Aftercare Treatment Services Operations Agreement)

EXHIBIT A

Vendor Operational Plan

(Required for Contracts with Each Vendor Over \$100,000)

Vendor Operational Plan

A vendor's operational plan for **services contracts or contracts for the operation of a CCF** must be included as an exhibit to each contract that is over **\$100,000** per vendor per year. The operational plan is the written policies and procedures for which a vendor agrees to deliver contracted services. The operational plan is the vendor's response to the Invitation to Bid or RFP (as finally negotiated) and becomes a part of the contract when over **\$100,000** per vendor per year. The operational plan provides service specifications from which the CSCD monitors contract performance measures. Such services will be subject to annual monitoring. The vendor shall formulate this plan as a response to the RFP or ITB and in conjunction with the expected standards of operation and performance as established and specified by the CSCD in the RFP or ITB. For example, the vendor operational plan could include, but is not limited to, methods established to:

- Place clients in supportive outpatient treatment (referral, intake, development of treatment plan);
- Develop and maintain appropriate record keeping systems to facilitate the submission of standard monthly statistical data in conjunction with a monthly invoice;
- Monitor client participation and progress (include disciplinary and grievance procedure);
- Develop and evaluate treatment strategies (example: length of program/size of groups; if program has multiple levels/phases, how an offender moves between levels; what determines successful program completion);
- Set minimum attendance requirements (include definitions for absences, makeup sessions, discharge, and re-admission);
- Notify of program completion, termination or discharge;
- Specify a contingency plan for continuation of services if vendor defaults on contract;
- Provide appropriate referrals if vendor is unable to provide services for special needs populations;
- Meet quarterly performance measures using standard reporting format as developed by the CSCD; and
- Provide semi-annual expenditure reports to the CSCD (for CCFs).

The above list is intended to be an example of elements that could be included in a vendor's operational plan. In the ITB/RFP, the CSCD would have listed program specifications similar to the items listed above. The vendor would respond by identifying procedures that would be followed in order to meet the specifications of the ITB/RFP. This vendor response becomes the operational plan. Each program will have specific requirements that are relevant to that particular program.

Although RFPs and ITBs are required by TDCJ-CJAD for services above \$100,000, the CSCD may, along with the vendor, develop a vendor operational plan for contracts less than \$100,000.

3.0 Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered. Any and all prices on your invoice must be reflected in this Bid/RFP package. Webb County will not pay for charges not stipulated in our contracts.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040**

Invoices may also be emailed to the following email address: purchasinginvoices@webbcountytx.gov

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Discounts:

Vendors providing discounts for items not list on the price schedule form must provide proof of discount on their invoice.

Cost Mark-Ups:

Vendors providing material at a percentage above cost must stipulate unit cost, mark-up, and total cost on their invoice.

Pricing: Pricing provided in the RFP/RFP/RFQ by the vendor **must remain constant** for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts. Webb County will not issue refunds to vendors/suppliers for errors in pricing or billing.

Other Fees, Charges, Surcharges:

Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees:

If a vendor is providing an estimate for work not under contract, the vendor must provide a quote prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and/or estimates.

Estimated Quantities:

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

Changes to Locations/Departments and/or Items:

Webb County reserves the right to add or delete locations/departments on an as-needed basis at the same price as the original locations. In the event such arrangement is unsatisfactory to the vendor Webb County may opt to choose an alternate means of meeting its needs up to and including a re-solicitation of the entire contract. Specifications and requirements stated herein shall also apply to future departments and location unless otherwise noted.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in Bid/RFP prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery: Delivery to be made within 24 hours from request

Additional Terms, Conditions, & Provisions continued

Product Recalls, Returns, and Replacements:

Vendor shall notify Webb County Purchasing Department immediately of any product recall or product alert, voluntary or otherwise. Recalls must be managed and handled by the vendor. Webb County will not be responsible for the return, payment, or cost of return for recalled items.

Contract:

This contract will be awarded to the lowest, responsible vendors. The county reserves the right to award the contract to the vendor with the lowest price and/or overall Best Value. The county may award contracts to various vendors depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of Proposal:

Vendor must bid on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If vendor is unable to price a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:

Funds are not presently available for performance under this contract beyond September 30, 2015. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2015 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

Payment of Bills:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

Delinquent Taxes:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a RFP/proposal.

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:

All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Statements:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans, specifications, instructions, and requirements stated in this RFP packages.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

Late Bids/RFPs/RFQs or Modifications: modifications received after the time set for a public opening will not be considered. Late RFPs/RFPs/RFQs will not be accepted, or considered, and will be returned to the vendor.

Ethics:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

Additional Terms, Conditions, & Provisions Continued

Proprietary Information:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the RFP to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Furnished Forms: All proposals should be submitted on furnished forms. Proposals submitted on forms other than those provided by Webb County will not be considered.

Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Material Safety Data Sheets:

Under the Hazardous Communication Act, commonly known as the "Texas Right to Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act.

Specification Clarification: If any person contemplating submitting a RFP for this contract is in doubt as to the true meaning of the specifications, or other RFP documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the Bid/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytexas.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the Bid/RFP/RFQ, and will be answered, and posted on the Webb County website.

Insurance Requirements:

Successful Vendor shall furnish the County with original copies of valid insurance policies required upon execution of the contract and shall maintain said policies in full effect at all times during the term of this contract.

Non Construction RFPs:

- a. Commercial General Liability insurance at minimum combined limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.
- b. Workers Compensation insurance at statutory limits, including employers liability coverage a minimum limits of \$1,000,00.00 each occurrence each accident /\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- c. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- d. Any subcontractor(s) hired by the contractor shall maintain insurance coverage equal to that required of contractor. It is the responsibility of the contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct of the subcontractor

4.0 Vendor Information Form

Name of Company: _____

Address: _____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Proposal:

(Signature)

(Printed Name)

(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

(Date)

IMPORTANT

Vendor must complete this RFP document in its entirety in order for it to be valid

5.0 PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County. (Business Owner)

Person who can attest to the above information

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

Webb County

6.0

Conflict of Interest Disclosure

Effective January 1, 2006, 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 Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo , 341st Judicial District
8. Judge Oscar Hale, 406th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

6.1-Conflict of Interest Questionnaire

<p style="margin: 0;">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p style="margin: 0;">For vendor doing business with local governmental entity</p>	<p style="margin: 0;">FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p style="margin: 5px 0 0 5px;">Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin: 10px 0 0 100px;">_____</p> <p style="text-align: center; margin: 0 0 0 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
<p>4</p> <p style="margin-top: 20px;">_____</p> <p style="margin-left: 40px;">Signature of vendor doing business with the governmental entity</p> <p style="margin-left: 300px;">_____</p> <p style="margin-left: 280px;">Date</p>	

Adopted 8/7/2015

7.0 CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

The County of Webb will follow Federal Executive Orders 12549 and 12689 which requires us to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Webb County as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor/Potential Contractor

Vendor ID # or Social Security #

Program #

Name of Authorized Representative

Signature of Authorized Representative

Date

8.0 CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally 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, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, sub-grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Webb County to obtain a copy of Standard Form-LLL.)

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

Do you have or do you anticipate having covered sub-awards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

9.0

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.
Employers' Liability

Each Accident: \$1,000,000
Disease – Each Employee: \$1,000,000
Policy Limit: \$1,000,000

Commercial General Liability, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Webb County shall be named Additional Insured on primary/non-contributory basis.

Each Occurrence: \$1,000,000
Personal and Advertising Injury: \$1,000,000
Products/Completed Operations: \$1,000,000
General Aggregate (per project): \$2,000,000

Automobile Liability, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. Webb County shall be named Additional Insured on primary/non-contributory basis.

Combined Single Limit-Each Accident: \$1,000,000

Umbrella/Excess Liability (Webb County shall be named Additional Insured on primary/non-contributory basis)

Each Occurrence/Aggregate: \$1,000,000

Professional/Errors & Omissions Liability (if applicable)

Each Occurrence/Aggregate: \$1,000,000

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

10.0 CERTIFICATE OF INTERESTED PARTIES (Form 1295)

RFP/RFP/RFQ # _____

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to Webb County before the County may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number **RFP, RFP, or RFQ # _____**. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) Receives compensation from the business entity for the person's participation;
- (2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) Is not an employee of the business entity?



CHECK LIST

This check list is required for all RFPs, Requests for Proposals (RFPs), and Requests for Qualifications (RFQs). Please check off each item that applies.

- Is RFP package being submitted within due date & time?
- Is the name and address of the vendor on the top left hand side of envelope
- Is the RFP number, RFP title, and due date written on the outer part of a sealed envelope?
- Have Specifications been reviewed?
- Have Terms, Conditions, & Provisions been reviewed?
- Has unit pricing for all items been provided in furnished forms (if applicable)?
- Has extended pricing been calculated (if applicable)?
- Have grand totals been provided and reviewed for accuracy (if applicable)?
- Has Vendor Information Form been filled out and signed?
- Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- Has Conflict of interest questionnaire been filled out and signed?
- Is Certification Regarding Debarment included?
- Is Certification Regarding Federal Lobbying included?
- Is a copy of Liability Insurance and Worker's Compensation Certificate included?
- Is a notarized copy of Form 1295 (Certificate of Interested Parties) included?

Signature of person completing RFP/RFP/RFQ