



## Request for Qualifications (RFQ)

**RFQ 2016-54**

### *Contract for Drug Court Out Patient Treatment Provider*

**Due: May 17, 2016 before **2:00p.m.****

#### Public Notice

Notice is hereby given that Webb County is currently accepting sealed RFQs for a contract for an Out Patient Treatment Provider, for our Drug Court Program. All RFQs are subject to the Terms, Conditions, & Provisions, of this RFQ solicitation.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this RFQ package are ***due before 2:00p.m. (Central time), on***. RFQs received after the due date and time will not be accepted. All RFQs will be formally opened and read publicly at 2:00pm on May 17, 2016 at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this RFQ package are available on our website:

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

**Please submit one (1) original RFQ package in a sealed envelope clearly marked:**  
**RFQ 2016-54 Contract for Drug Court Out Patient Treatment Provider**

**Please Mail or Hand Deliver proposals to:**

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

#### 1.0 Conditions

- a. Webb County reserves the right to hold all RFQs for a period of thirty (30) days from the date of the RFQ opening, without taking action thereon.
- b. Webb County reserves the right to reject any and all RFQs, to waive defects and formalities in such RFQ, and to award a contract to the vendor which it considers has submitted the RFQ with the best qualifications.
- c. Webb County reserves the right to select a primary and secondary vendor, and or to select multiple vendors for this contract.
- d. It is a requirement of the vendor 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 RFQ invitation.
- e. Vendor must fill out all portions of the RFQ unless otherwise stated in the RFQ package.
- f. **Term of Contract shall be for the period beginning May, 2016 to September 30, 2016**
- g. **Contract Extension:** Webb County will consider extending this contract for one (1) additional year contingent upon pricing remaining constant during the extension period. *Please indicate below if your company would be interested in an extension.*

YES \_\_\_\_\_ NO \_\_\_\_\_

## 2.0 Background & Qualifications

The designation of the 406<sup>th</sup> District Court as the official Drug Court for Webb County meets a continuing need within our community. The diversion of non-violent adult offenders into treatment rather than incarceration promises both long- and short-term benefits to the County and its residents. These include fiscal savings in time and effort, as well as the costs of imprisoning offenders who have a realistic chance of rehabilitation. In human terms, the return to employment, family preservation and other benefits of the court are greater still.

**Identifying the target population:** The target population for the DCP includes all drug offenders (misdemeanors and felony) over the age of 17 who reside in Webb County, have a drug-related crime or history of drug abuse, and who are not felony assault offenders, violent offenders, or have weapons offenses. Eligibility criteria can be waived at the discretion of the team on a case by case basis including those defendants charged with delivery and possession with intent to deliver drugs. Evidence of ongoing drug dealing will exclude the defendant from the program.

**Treatment Services and Treatment Models:** Based on DCP program evaluation data and participant input, the DCP has identified needs and gaps in services and is proposing to enhance and strengthen the efficacy of the current DCP treatment protocol. Treatment Models used by the Treatment Provider includes

- Medically Assisted Treatment (MAT)
- Broad Spectrum Treatment (BST - Vivitrol) Model for alcohol and opiate dependent clients by using injectable Naltrexone.
- Motivational Enhancement Therapy (MET), and the Matrix Model by integrating and implementing
  - Dialectical Behavior Therapy (DBT)
  - Solution-Focused Group Therapy, and
  - Seeking Safety to specifically treat co-occurring psychiatric and substance use disorders, address trauma, personality disorders and suicidal ideations which are commonly presented in the DCP by participants.
- Relapse Prevention Therapy (RPT) Model, to the DCP's therapeutic milieu.

These evidence-based practices were chosen from the SAMHSA, NREPP database, not only due to their comprehensive nature and direct relevance to the adult high-risk/high need Hispanic males with co-occurring psychiatric and substance use disorders who are predominant in the DCP, but also for their particular strengths and success in dealing with and motivating participants for compliance in drug court programs. Specifically, these models have demonstrated success in ceasing drug use, improving retention in treatment, providing education in critical issues in addiction and relapse, providing direction from trained therapists in mental health, wellness and trauma resolution, providing education for family members affected by addiction, providing associated self-help programs for participants and family members, in the monitoring of participants by urine testing, and, in cost effectiveness.

Services provided include the following:

1. The Treatment Provider shall provide LICENSED CHEMICAL DEPENDANCY COUNSELORS who will handle a caseload of approximately 35 participants each.

2. The Treatment Provider shall provide a Program Supervisor who shall contribute 40% of their time overseeing drug court treatment caseloads.

3. The Treatment Provider's Program Supervisor shall submit weekly attendance reports to the DCP Administrator and DCP Case Managers as requested and required.

4. The Treatment Provider's counselors shall attend weekly staffing's with the DCP Committee on an average 2 hours a week.

5. The Treatment Provider's counselor shall attend weekly court hearings.

7. The Treatment Provider's counselors shall provide service coordination to residential services for qualifying DCP participants. Services include:

A. Assessment interviews to identify and evaluate an individual's strengths, weaknesses, problems, and needs, which will also provide an extent of how alcohol and/or drugs use has interfered with the participants functioning in each of the areas explored.

B. Provide individual and group counseling sessions on a case by case basis as indicated on the Treatment Plan;

C. Review and modify Treatment Plans as needed and on a case by case basis;

D. Consent/Referral to any residential facility that would be utilized.

Due to the length of stay (12 to 13 months) for participants in the DCP, a multifaceted approach to substance use treatment and behavioral health treatment will be provided. Each DCP participant has their own unique set of problems to address. As such, a therapeutic milieu in which, depending on each participant's needs, different models, individually, or in combination may be used to address participant's treatment to be more effective. The chosen evidence-based practices also have particular strengths and success in motivating participants for compliance in behavioral health and substance use treatment, and have been shown to also be effective in decreasing, or ceasing drug and alcohol use, specifically treating co-occurring psychiatric and substance use disorders, improving retention, providing education in critical issues including addiction and relapse, addressing trauma, personality disorders and suicidal ideations, as well as improving social adjustment.

For services rendered, SAMHSA will compensate an amount not to exceed \$20,834.00 at a fixed monthly rate of \$4,166.00 for the remaining fiscal year if services start May 1, 2016 through September 29, 2016 (5 months)

## **Qualifications**

Please include the following information if your qualification package:

1. Experience
2. Licenses or certifications
3. References (3)

### 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.

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 address: [purchasinginvoices@webbcountytx.gov](mailto: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 RFQ/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.

**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 reRFQ 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 RFQ/RFQ 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 aRFQe 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 RFQ 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 RFQ/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 and/or specifications stated in the various RFQ packages and/or RFQ instructions/ requirements.

**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 Bids/RFQs/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.

### **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 RFQ 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.

***Additional Terms, Conditions, & Provisions Continued***

**Furnished Forms:** All RFQs should be submitted on furnished forms. RFQs 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 RFQ for this contract is in doubt as to the true meaning of the specifications, or other RFQ 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/RFQ/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.webbcountytx.gov](http://www.webbcountytx.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 RFQ/RFQ/RFQ, and will be answered, and posted on the Webb County website.

**Insurance Requirements:**

Successful vendor/proposer 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 RFQs:**

- 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 RFQ 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 7<sup>th</sup> 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, 49<sup>th</sup> Judicial District
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District
8. Judge Oscar Hale, 406<sup>th</sup> 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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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><b>4</b></p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">Signature of vendor doing business with the governmental entity</p> <p style="margin-left: 400px;">_____</p> <p style="margin-left: 400px;">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. Harris 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.



## CHECK LIST

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

- Is RFQ 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 RFQ number, RFQ 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?

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Signature of person completing Bid/RFP/RFQ