



## Request for Proposals (RFP)

RFP 2017-37

### *Substance Abuse Treatment Services-Treatment Alternative to Incarceration Program (TAIP)*

Due: **October 20, 2016** before 2:00p.m.

#### Public Notice

Notice is hereby given that Webb County is currently accepting sealed RFPs for substance abuse treatment services for our Treatment Alternative to Incarceration Program (TAIP). 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 20, 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 20, 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 2017-37 Substance Abuse Treatment Services-Treatment Alternative to Incarceration Program (TAIP)***

**Please Mail or Hand Deliver proposals to:**  
**Webb County Clerk's Office**  
**1110 Victoria-Suite 201**  
**Laredo, TX 78040**

#### 1.0 Conditions

- a. All RFP 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: November 2016 to September 30, 2018** 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 Proposal  
(RFP)**

**For**

**Treatment Alternative to Incarceration Program  
Substance Abuse Treatment Services  
(TAIP)**

**For**

**WEBB COUNTY**

**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
(CSCD)**

**PROPOSALS DUE:**

**Date: September 29, 2016**

**Local Time: 2:00pm**

***\* INSTRUCTION: This form is intended to be a general guideline for CSCDs to consider in preparing their RFP for submission to parties that desire to be considered as potential providers for the TAIP services and treatment at issue. Accordingly, CSCDs should modify and tailor this form so that the actual RFP as issued by the CSCD only addresses the specific TAIP services and treatment activities for which proposals are being solicited. Dates may need to be modified to fit the appropriate time period.***

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**Request for Proposals (RFP-2017-37)  
3 year contract for  
Treatment Alternative to Incarceration Program  
Substance Abuse Treatment Services  
(TAIP)**

# **Treatment Alternative to Incarceration Program 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 49<sup>th</sup> 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.

## **Authority**

In accordance with Section 76.017 of the Texas Government Code, CSCD may establish a Treatment Alternative to Incarceration Program ("TAIP") pursuant to the standards and funding requirements adopted by the Texas Department of Criminal Justice - Community Justice Assistance Division ("TDCJ-CJAD"). CSCD may contract for the provision of TAIP treatment services.

CSCD implements TAIPs in accordance with the orders of the criminal courts having jurisdiction over its operations, community justice plans, and applicable state and federal laws. TAIPs 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 TAIP 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 September 29, 2016  
*Late Proposals will not be accepted***

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

**Proposed Terms.** The term for the TAIP treatment services set forth in a proposal must be for a contract period of one (1) or (2) years, 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 9/1/2016.

**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 Treatment Alternatives to Incarceration Program ("TAIP") 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 TAIP 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 a 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.

## **Target Populations**

Section 76.017 of the Texas Government Code requires that TAIPs include the following target populations:

- (1) screening, evaluation and referral of a person arrested for an offense, other than a Class C misdemeanor, in which an element of the offense is the use or possession of alcohol or the use, possession, or sale of a controlled substance or marijuana;*
- (2) screening and evaluation of a person arrested for an offense, other than a Class C misdemeanor, in which the use of alcohol or drugs is suspected to have significantly contributed to the offense for which the individual has been arrested.*

The foregoing items (1) and (2) may, and often do, include offenders who have committed violent or sex offenses, or who have mental illnesses or impairments. Any exceptions to these, or any type of offender, that are to be provided treatment by Proposer should be noted on the cover page of their proposal.

## **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 TAIP 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 TAIP services being provided. In addition, government agencies or entities that provide TAIP 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 to 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's 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).

Pursuant to Texas Government Code Section 76.017 Section (e), TAIP treatment and services provided to offenders referred under TAIP are billable only if no other public or private funds are available to that patient/client.

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.

## **MINIMUM REQUIREMENTS FOR TAIP CATEGORIES**

Substance abuse facilities and programs that are funded through the Texas Department of Criminal Justice-Community Justice Assistance Division are not required to be licensed or approved by any other state or local agency. *See*, Texas Government Code §509.003(c). CSCD, however, intends that Proposers responding to this RFP design their services, treatment, and activities so as to fully comply with all DSHS Rules, as well as the applicable TDCJ-CJAD Substance Abuse Treatment Standards. Such Substance Abuse Treatment Standards are published at Texas Administrative Code Title 37, Part 6, chapter 163.40.

## **ADDITIONAL PROPOSAL CRITERIA**

### **Screening**

Proposer's written policies and procedures for the screening of offenders shall ensure the following:

- a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the offender is chemically dependent.
- b. Screening must be conducted by a Licensed Chemical Dependency Counselor or by an otherwise qualified person to conduct such screening who is exempt under TDSHS-SA licensure rules and/or CJAD Standards. Qualified Community Supervision Officers (CSOs) may also conduct the screening.
- c. The screening instruments that are approved for use by Proposer for a TAIP offender to determine the possible existence of chemical dependency are the following; [i] Substance Abuse Subtle Screening Inventory (SASSI) [ii] Substance Abuse Life Circumstance Evaluation ("SALCE"), or [iii] Texas Christian University Drug Screen II ("TCUDS2-V2")

- d. Offenders meeting the following criteria may bypass the screening process:
- (1) An offender with a documented criminal history of two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
  - (2) An offender who has submitted positive urine specimens;
  - (3) An offender who has previously attended an outpatient or inpatient substance abuse program;
  - (4) An offender with a completed and documented screening or assessment/evaluation from another referral source that determined further assessment/evaluation of the subject offender's substance abuse history was needed;
  - (5) The offender has been ordered by a judge to attend treatment
  - (6) The offender admits to using illegal drugs
  - (7) The offender volunteers for treatment

### **Assessment**

Proposer's written policies and procedures for the assessment of offenders shall ensure the following:

- a. The Proposer's assessment must include the use of the Addiction Severity Index (ASI) as a structured or semi-structured interview.
- b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency.
- c. The assessor must determine and document an appropriate referral or document why a referral is not necessary.
- d. The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor Intern, or by an otherwise qualified person to conduct such assessments who is exempt under DSHS rules/CJAD Standards. Qualified Community Supervision Officers (CSOs) may conduct the SAE interview, interpret the results, and make appropriate referrals for treatment services.

### **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 be in the format described in pages 15- 16 of this RFP. Proposals must be typed or printed on standard (8 ½" x 11") paper. Pages must be numbered and a "Table of Contents" must be included in the format required by this RFP.
2. 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. 29 to 39).
3. 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.

4. 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.
5. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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

## Further Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) so as to make the information readily accessible to CSCD. If requested information does not appear in the appropriate section of a proposal, that information may be counted by CSCD as missing or unresponsive during the proposal review process. A proposal shall be submitted in the following format:

- A. Cover Page: - USE COVER PAGE PROVIDED IN APPENDIX I
- B. Summary Sheet(s)- brief summaries (1 page each) of the proposal relating to:
  - 1) Identification of Proposer; and
  - 2) Proposer's statement of understanding of the proposal, program objectives, CSCD objectives, and
  - 3) reasons or explanations for any exceptions noted on the cover page.
- C. Attachments: Shall include all information required of each Proposer in the following order:
  - 1) Required Information (Residential refer to page \_\_, Outpatient refer to page \_\_ - ).
  - 2) Proof of insurance coverage(s)
  - 3) Costs:
    - a) Specify a separate price for each type of service provided (i.e., for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services, etc.).
    - b) Specify if unit price will vary based on the number served (i.e., 10 served will cost x, 20 served will cost y).
    - c) Complete budget forms (Attachment "A" at p.31) to substantiate how unit price was determined by Proposer for each level of substance abuse service or treatment. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
    - d) Specify any additional price for special population offenders, including dual diagnosis, mentally impaired, etc. State why Proposer's cost would be different for serving special population offenders.
    - e) All proposed costs of Proposer must be reasonable and necessary for providing services stated in the RFP, and shall not include any of the unallowable costs. No unallowable cost shall be included as justification for the provision of substance abuse treatment services. Unallowable costs include but are not limited to:
      - i. Any item deemed unallowable by State or any authorized agency, statute, policy, or procedure
      - ii. Alcoholic beverages
      - iii. Bad debts
      - iv. Building and land purchase, rental purchase, lease purchase, renovation
      - v. Cash payments to intended recipients of services
      - vi. Expenses or reimbursements to or on behalf of related entities for allowable indirect costs

- vii. Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services
  - viii. Fines and penalties
  - ix. Fundraising, marketing, advertising (advertising is allowable only for personnel vacancies or for procurement of goods and services)
  - x. Legislative expenses for payment to any elected official from funds received from CSCD
  - xi. Lobbying
  - xii. Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD
  - xiii. Tobacco products
  - xiv. Firearms, ammunition, or firearm components
- 4) Proposer shall identify its proposed staffing pattern to include the number of full and/or part-time employees in each job classification that will be present for each work shift for each of the seven (7) days of the week per each level of substance abuse treatment and services specified in the proposal.
- 5) Other information required from Proposer by this RFP.
- 6) Proposer shall identify the accounting records, reports, and processes that are applicable to the subject TAIP treatment and services to be provided, including but not limited to the following:
- a) Verification of Proposer's rates
  - b) Proposer's indirect cost rates or cost pooling practices
  - c) Proposer's – current billing processes (including software used)
  - d) All audit and financial reporting requirements that apply to Proposer, and to any parent company or affiliates.

### **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 TAIP services being submitted by Proposer is for one of the following:

<b>NEW</b>	did not have existing contract with CSCD
<b>CONTINUED</b>	existing contract with CSCD
<b>MODIFIED</b>	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 Residential Treatment Services:
  - a. Describe the procedure used by Proposer, and the information that is necessary, for an offender to be admitted to their facility for program services and/or treatment.
  - b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a offender. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments 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. Describe minimum/maximum length of program participation for a offender.
  - e. Describe how client progress is measured by Proposer while at their facility. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension.
  - f. Describe Proposer's communication process and frequency of communication between its facility staff and the CSCD and/or supervising Community Supervision / Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if the communication process or frequency

of the communications with the CSCD will vary during the duration of the services and/or treatment being provided by Proposer.

- g. Describe Proposer's client discharge/termination procedure (successful/unsuccessful) from the facility. Include if certificates of completion will be provided by Proposer to participants; and if so, the procedure to provide a certificate to the offender, and the notification procedure to be used by Proposer to the CSCD and/or supervising Community Supervision / Pre-Trial Officer.
- h. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures and criteria that are to be used by Proposer.
- i. Provide photocopies of all state and local facility licenses / certificates that apply to the services/treatment at issue, and include expiration and renewal dates.
- j. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

7) 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 of 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 TAIP clients from the last two years. A program new to TAIP 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 TAIP 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 TAIP 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 Treatment Services**

PROPOSALS DUE: September 29, 2016 before 2:00PM	_____ COUNTY CSCD	Treatment Alternatives to Incarceration Program
Subject of Proposal		
Proposer's Legal Name	Headquarters' Address	Taxpayer ID
Address (for <b>each</b> TAIP Service / Treatment location) (Use separate pages if needed)	<i>Submit both the billing address and the physical addresses for each location where services will be delivered.</i>	
Telephone Numbers, Fax and <i>E-mail Address</i>	phone	fax  e-mail
<b>Service Type</b>	<b>Rate</b>	<b>Exceptions</b>
Detoxification		
Day Treatment		
Intensive Residential		
Supportive Residential		
Outpatient		
<i>Other</i>		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	Name	Title
<b>SIGNATURE</b>		

**Appendix II**  
**Vendor Budget Form Instructions**  
**FY 2016-2017**  
**TAIP SUBSTANCE ABUSE TREATMENT SERVICES**

TDCJ-CJAD will review requests for residential and outpatient substance abuse treatment programs and services to be funded from the CSCD's TAIP funds. As a part of TDCJ-CJAD's funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days, client hours) for programs, facility operations, and contracted placements. The TDCJ-CJAD approved vendor budget will become a part of the contract (as a binding attachment) between the CSCD and the Vendor. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

**General Information:**

1. Vendors must comply with the Residential Substance Abuse Treatment Standards as established by TDCJ-CJAD and with ~~lines~~ DSHS rules where applicable.
  2. SATF vendors must comply with the TDCJ-CJAD SATF guidelines.
  3. For SATFs and CRTCs, vendors must comply with TDCJ Substance Abuse Standards.
  4. A separate vendor budget must be submitted for each facility operated by the vendor where applicable.
  5. ~~The cost justification must be established and rates set separately for each facility operated by the vendor.~~
  6. Any costs paid directly by the CSCD facility should not be included in the vendor budget. Billings from the vendor to the CSCD for contract placements must be based on **actual bed use**, not on a lump sum amount each month. Vendors may charge for the day a offender/resident is admitted to the facility, but may not charge for the day of release from the facility.
  7. Establishment of a daily rate is the main purpose of the vendor budget. Items included in the vendor budget must be reasonable, allowable, and necessary for program operations.
  8. Vendor must comply with the attached list of unallowable expenditure items.
  9. Depreciation schedules **must be attached** to the vendor budget for any equipment items budgeted for this program.
  10. Requirement for indirect and/or overhead allocation **attachment, either:**
    - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all vendor programs, number of programs to which allocated, and percentage allocated to the CSCD's program;
- OR,**
- A certified statement (or copy of approval letter) that the vendor's allocation plan has been approved by another state or federal agency.

11. The vendor must maintain a separate accounting system for the CSCD's program, and

- submit financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.
12. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed.
  13. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).

### 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.**

**REQUIRED ATTACHMENTS:**

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.
2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.
3. **Either:**
  - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;

**OR,**

- A certified statement (or copy of approval letter) that the vendor's allocation plan that has been approved by another state or federal agency.

## UNALLOWABLE COSTS

The following items are not to be included in the vendor's budget for rate justification and are not to be paid from funds received from the CSCD:

- Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, CSCD Substance Abuse Standards, TDCJ-CJAD Contract Guidelines, TCADA Requirements, U. S. Office of Management and Budget Circulars and other federal guidelines for the operation of for-profit and not-for-profit entities;
- Alcoholic beverages;
- Bad debts;
- Building or Land purchase, rental-purchase, lease-purchase, renovation;
- Cash payments to intended recipients of services;
- Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;
- Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;
- Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by CSCD for vendor services;
- Fines and Penalties;
- Firearms, Firearm components, and Ammunition;
- Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);
- Legislative expenses or payment to any elected official from funds received from the CSCD;
- Lobbying;
- Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and
- Tobacco Products.

**Appendix III  
Vendor Request for Funding**

**FISCAL YEARS 2016-2017**

\_\_\_\_\_  
VENDOR NAME (Name as Incorporated)

\_\_\_\_\_  
STREET ADDRESS CITY STATE ZIP

\_\_\_\_\_  
List any D.B.A. or A.K.A.'S E-MAIL ADDRESS

\_\_\_\_\_  
CONTACT PERSON TITLE TELEPHONE FAX

BUSINESS FORM of Vendor (Check applicable):

For Profit Corporation \_\_\_\_\_ Non-Profit Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

State where incorporated or formed: \_\_\_\_\_ Date of Incorporation or formation: \_\_\_\_\_

TYPE OF RESIDENTIAL FACILITY:

\_\_\_\_\_  
INDICATE ALL THAT ARE APPLICABLE: Total Number of Beds: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

**SPECIFIC NAME, PHYSICAL LOCATION, PHONE NUMBER AND NUMBER OF BEDS BY GENDER FOR EACH FACILITY OPERATED BY VENDOR:**

*Facility Name:* \_\_\_\_\_ *Location:* \_\_\_\_\_ *Male Beds:* \_\_\_\_\_ *Female Beds:* \_\_\_\_\_

\_\_\_\_\_  
INSURANCE PROVIDER (S): \_\_\_\_\_

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Official Title Date

**Appendix IV**  
**Summary Budget for Purchase of Services**  
**FISCAL YEAR 2016-2017**

Vendor: \_\_\_\_\_

City: \_\_\_\_\_

Contract Period: \_\_\_\_\_

<b>COST CATEGORY</b>	<b>COST</b>
Personnel – Salaries	\$
Personnel – Fringe Benefits	\$
Personnel – Training	\$
Personnel – Travel	\$
Equipment	\$
Transportation	\$
Consumable Supplies	\$
Other	\$
Facility	\$
<b>TOTAL</b>	\$

Total Units Service Per Year (example: Bed days per year):

Cost Per Unit:

Show Computation:



## 2. Personnel Fringe Benefits

Vendor:

Fringe Benefits Based on Salaries Paid:	Total
FICA	\$
SUTA	
WORKMAN'S COMP.	
MEDICAL BENEFITS	
OTHER: (Describe)	
TOTAL FRINGE BENEFITS	\$















## Appendix V (Substance Abuse 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 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.

**EXHIBIT B**  
**Monthly Invoice Form**

**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

### Conflict of Interest Disclosure

#### 6.0

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.

### 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 email address: [purchasinginvoices@webbcountytexas.gov](mailto:purchasinginvoices@webbcountytexas.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 Bid/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.

**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 RFP/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 RFP 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 and/or specifications stated in the various RFP packages and/or RFP 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/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](http://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

6.1-Conflict of Interest Questionnaire

FORM CIQ

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
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).  
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.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

3 Name of local government officer about whom the information in this section is being disclosed.

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

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.

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

Yes       No

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?

Yes       No

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

Yes       No

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

4

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

\_\_\_\_\_  
Date

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

**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)

Bid/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 **Bid, 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](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 Bids, Requests for Proposals (RFPs), and Requests for Qualifications (RFQs). Please check off each item that applies.**

- Is bid 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 bid number, bid 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 Bid/RFP/RFQ