

**Request for Proposal (RFP)
RFP 2024-007**

“Webb County Youth Village Resident Drug Treatment Services”

Due: May 08, 2024 at/or before 10 am (CST)

Webb County is seeking competitive sealed proposals from qualified non-profit organizations interested in providing drug treatment services for adolescents 12 to 17 years of age. Respondents must have the necessary Texas Department of State Health Services (DSHS) licenses, certifications, and financial resources to provide both outpatient and inpatient chemical dependency treatment rehabilitation services for both male and female adolescents. Webb County is seeking at minimum a three (3) year service provider agreement with additional one (1) year options to extend subject to approval by the Webb County Commissioners Court. This document outlines the requirements, selection process, and documentation necessary to submit a formal proposal in response to this RFP, in accordance with the Texas Local Government Code; §262.030 (Alternative Proposal Procedures for Certain Goods and Services) and in compliance with Texas Health and Safety Code, Chapter 464 ("Facilities Treating Persons with Chemical Dependency") and Texas Administrative Code, Title 25, Part I, Chapter 448 ("Standard of Care").

The accompanying RFP with its terms, conditions, attachments and all other forms in this RFP package are due by or before 10 am (CST) on, May 08, 2024. RFP received after the due date and time will not be accepted. All RFP meeting the required deadline will be read publicly at the following location in accordance with Federal and State Procurement rules:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This RFP solicitation can be viewed at the following online address. Interested Firms/individuals may submit their Statement of Qualifications by registering on Webb County's e-Bid site and uploading their file to our "Response Attachments" tab. All new supplier registrations must be completed one workday prior to official due date of submittal. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountyebid.ionwave.net/Login.aspx>

WEBB COUNTY reserves the right to reject any and all RFP, to waive informalities in the RFP process, or to terminate the RFP process at any time, if deemed in the best interest for WEBB COUNTY. In addition, WEBB COUNTY shall not, under any circumstances, be bound by or be liable for any obligations with respect to this public solicitation until such time (if at all) a professional service agreement has been awarded and all approvals obtained in form and substance satisfactory to WEBB COUNTY, authorized by the WEBB COUNTY Commissioners Court, and then only to the extent of such fully executed terms and conditions.

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL OF EACH REQUIRED ITEM.

“Webb County Youth Village Resident Drug Treatment Services”

- References Form
- Conflict of Interest Form (CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Purchasing Code of Ethics Affidavit
- House Bill 89 Form
- Senate Bill 252 Form
- Proof of No Delinquent Tax Owed to Webb County

Authorized Offeror’s Printed Name and Title

Authorized Offeror’s Signature

Date

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Section 1. Introduction to Offerors

This RFP solicitation is a public invitation to all parties interested in submitting a formal proposal for the scope of services stipulated herein. The word "Offeror" and "Respondent" will be interchanged throughout the document, but have the same meaning as it pertains to this request for qualifications; *An individual, non-profit, company, corporation or other entity supplying information/responding to a public solicitation.*

The following items are provided as general information and instructions as required by Webb County.

1.1 Offeror Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements of this RFP. Be sure you have a clear understanding of the RFP.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Webb County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and General Counsel for Webb County concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the Webb County Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the Webb County Purchasing Agent prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

1.4 Notification of Most Current Address

Respondents in receipt of this RFP shall notify Mr. Juan Guerrero, Contract Administrator, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals. All electronic submittals can be retracted and resubmitted for same purpose prior to deadline. For instructions or additional information Mr. Guerrero can be reached at (956) 523-4149 or via email at jguerrero@webbcountytx.gov

1.5 PROPOSAL Preparation Cost

Respondents submitting PROPOSAL do so entirely at their expense. There is no express or implied obligation by the Webb County to reimburse a Respondent for any costs incurred in preparing or submitting PROPOSAL, providing additional information when requested by the Scoring Committee or Commissioners Court, participating in any selection interviews, site visits, or participating in this procurement.

1.6 Signature of Respondent

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign. If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted prior to the deadline of RFP.

1.7 Economy of Presentation

PROPOSAL shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. PROPOSAL that does not address each criterion may be rejected and not considered.

1.8 Offeror Obligation

The contents of the response to RFP and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Intentionally Left Blank

1.10 Governing Terms

In the event of any conflict of interpretation of any part of this overall document, Webb County's interpretation shall govern. To include any Addendum(s) published.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the PROPOSAL, if applicable.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable PROPOSAL. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Offeror Registration: SAM (System for Award Management)

*****NOT APPLICABLE TO THIS SOLICITATION*****

Vendors doing business with Webb County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Webb County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a. a sponsored research contract of an institution of higher education
- b. an interagency contract of a state agency or an institution of higher education
- c. a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and or any qualified Offeror is eligible for the contract
- d. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- e. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- f. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Civil Legal Department will submit a request to the awarded Offeror to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Offeror), to the Civil Legal Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

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

1.15 Acceptance of Sealed Hard Copy PROPOSAL

Webb County will accept hard copy PROPOSAL, Respondent must provide one original and four (4) copies in a sealed envelope. Sealed envelope must contain the name and number of RFP on the top right corner of envelope and be delivered sealed to the following address prior to deadline (See RFP Schedule – Section 1.41)

Webb County Purchasing Agent’s Office
1110 Washington Street, Suite 101
Laredo, Texas 78045
Attn: Contract Administrator

PROPOSAL received after the published deadline to submit will not be accepted and will be returned to Respondent unopened. **Webb County encourages all interested parties to register on our e-bid portal <https://webbcountybid.ionwave.net/Login.aspx> Click on “Supplier Registration” and submit your PROPOSAL online.** For assistance on supplier registration please contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at juguerrero@webbcountytx.gov

1.16 Evaluation

Webb County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County’s judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the PROPOSAL evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s PROPOSAL, may also be noted and made part of the evaluation file. Webb County shall have sole responsibility for determining a reliable source.

1.17 Withdrawal of Proposal

For hard copy submittals, the Offeror may withdraw its PROPOSAL by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Agent any time prior to the submission deadline. The Offeror may thereafter submit a new PROPOSAL prior to the deadline. If Offeror submitted PROPOSAL electronically (<https://webbcountybid.ionwave.net/Login.aspx>) Offeror may retract and resubmit PROPOSAL prior to deadline without notification to the Purchasing Agent. **Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.**

1.18 SBE, MBE & WBE Participation

Webb County encourages all Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women’s Business Enterprises (WBEs) to participate in this solicitation. Webb County will email the corresponding information to further promote participation of all SBEs, MBEs, and WBEs to the following email address MWBE@texasagriculture.gov

1.19 Intentionally left Blank

1.20 Ownership of Proposal

All PROPOSAL become the property of Webb County and will not be returned to Respondents.

1.21 Disqualification of Respondent

Upon submission of Respondents PROPOSAL, a Respondent offering to sell supplies, materials, services, or equipment to Webb County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all PROPOSAL may be rejected if the County believes that collusion exists among the Respondents.

1.22 Contractual Development

The contents of the RFP and the selected PROPOSAL will become an integral part of the contract, but may be modified by provisions of the contract as negotiated and in accordance with any and all applicable Local, State, and Federal regulations/provisions. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection and negotiation process.

1.23 Intentionally Left Blank

1.24 Contract Obligation

Webb County Commissioners' Court must award the contract, and the County Judge or other County Official authorized by Webb County Commissioners Court must sign the contract before it becomes binding on Webb County or the Offeror. **Elected Officials and Department heads are not authorized to sign contracts/agreements for Webb County for the exception of General Counsel with final approval and signature by the Webb County Judge.** Binding agreements shall remain in effect until all products and/or services covered by an executed agreement/contract have been satisfactorily delivered and accepted by Webb County.

1.25 Termination

Webb County reserves the right to terminate the agreement/contract for default if the awarded Offeror breached any of the terms stipulated on final executed agreement / contract between awarded Offeror and County, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Webb County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Webb County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause in accordance with final contract/agreement termination provisions with a written notice to either party unless otherwise specified.

1.26 Inspections

Webb County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a PROPOSAL cannot furnish a sample of a proposed item for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.27 Testing

Webb County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection, if applicable.

1.28 Taxes

The Offeror and its sub-offerors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by Local, State or Federal law.

1.29 Non-Discrimination

The successful offeror will be required to comply with the Americans with Disabilities Act and with all provisions of federal, state, county and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.30 Repairs, Alterations and Improvements by Owner

Webb County will be responsible for exterior improvements & repairs related to the main HVAC system, roof, doors, windows, all components that are part of the building envelope and as stipulated upon mutual agreement between both parties, & authorized by the Webb County Commissioners Court by majority vote pursuant to a fully executed contract.

1.31 Utilities, Security and other Expenses

Contracted Offeror will be responsible for ALL reoccurring utility costs for the leased premises such as water, electricity, trash, & fire alarm monitoring services, etc. Internet, landline, including any security related expenses such as security cameras, alarm monitoring services, data drops, door signage, fixtures, furniture and equipment or other similar expenses for making the premises operational for the intended use.

1.32 Rental Fee for Use of Facility

Contracted Offeror agrees to pay Webb County the sum of One Dollar (\$1.00) per year of initial lease term negotiated to include any options to extend and said yearly rental amount shall be paid annually and shall be paid by October 1st of each fiscal year or as mutually agreed to in writing by both contracted Offeror and Webb County subject to authorization by the Webb County Commissioners Court by majority vote pursuant to a fully executed contract.

1.33 Permit and Licenses Required

Selected Offeror will procure at its own expense any permits and licenses required for the permitted use in the leased premises and shall otherwise comply with all applicable laws, ordinances, and governmental regulations at the Local, State, and Federal level, when applicable.

1.34 Insurance

The following insurance provisions shall be maintained by awarded Respondent throughout the lease contract term, and any extensions thereto have expired, excess that professional liability/medical malpractice must be in place for a minimum of two years following the operations contact and any extensions thereto, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$3,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on

an occurrence form. Contractual Liability must be maintained covering the Operator's obligations contained in the contract. This coverage can be packaged together with the Professional Liability.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. 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.
4. Umbrella Liability at minimum limits of \$10,000,000 each-occurrence/\$10,000,000 aggregate excess of primary Commercial General Liability, Professional Liability, Automobile Liability, and Employers Liability policies.
5. Environmental Liability Insurance at a minimum combined single limit of \$5,000,000 per occurrence and in the aggregate for bodily injury and property damage. Coverage must be included not only for the actual removal, but also during transportation to the final disposal site. This should apply to all pollutants related to the operation of the juvenile rehabilitation facility, including but not limited to medical waste.
6. Professional Liability/Medical Malpractice with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. An additional \$10,000,000 limit is to be provided by the umbrella or a separate excess professional liability policy.

- a. There should be no exclusion for sexual molestation.
- b. This coverage must be maintained for at least two (2) years after the operations contract and any extensions thereto expires. Excess limits afforded by the umbrella/excess professional liability must also be maintained for at least two (2) years after the operations contract expires. If coverage is written on a claims-made basis, a policy lent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Operator may maintain reasonable and customary deductibles, subject to approval by the Webb County.

Any Subcontractor(s) hired by the Operator shall maintain insurance coverage equal to that required of the Operator. It is the responsibility of the Operator to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence combined single limit, \$3,000,000 annual aggregate and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Operator shall specifically endorse applicable insurance policies as follows:

1. The Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the Webb County shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Webb County will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies which name the Webb County as an additional insured, must be endorsed to read as primary, non-contributory coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Operator may maintain reasonable and customary deductibles, subject to approval by the Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to the Webb County.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

Upon request, Operator shall furnish the Webb County with certified copies of all insurance policies. The Operator and any subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

1.35 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or sub-offeror, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or sub-offeror, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification. Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or sub-offeror, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement and more specifically to any member of the Webb County Governing Body. The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its PROPOSAL a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

1.36 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.

Webb County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a PROPOSAL, Offeror agrees to reproduction by Webb County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

1.37 Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation **must sign and notarize the affidavit form included as part of this solicitation package** and upload with your electronic submission or included with your hard copy sealed submission. Failure to submit form will disqualify your bid or proposal package from being considered.

The Ethics Policy can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form.

<http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. **Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.**

1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the Offeror to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The Webb County Purchasing Agent reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Webb County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.39 Questions

Questions may be submitted by Respondents by signing in to our e-bid portal and using the "Questions" tab for submission by published deadline. All questions requiring an official response will be posted on e-bids for all interested parties to read in accordance with deadlines published under Section 1.40 (RFP Schedule of Events).

1.40 RFP Schedule of Events

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Apr, 19 th , Apr. 26 th	County Purchasing Office
Posted RFP on Website	n/a	Apr. 18 th - Until awarded	County Purchasing Office
Pre-Proposal Site Visit	1:30 pm (CT)	Apr. 29 th	County Purchasing Office
Questions Due to County	No later than 5pm	Apr. 29 th	Respondent
Posting of Answers	No later than 5pm	Apr. 30 th	County Purchasing Office
Sealed Proposals Due	10 am (CT)	May 8 th	Respondent
Evaluation of Proposals	TBD	TBD	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

Footnote: County reserves the right to adjust time and dates on above projected schedule if it is in the best interest for Webb County. Addendum will be issued to inform the Public and all interested parties.

*A non-mandatory pre-proposal meeting will be held on April 29, 2024 at 1:30pm Central Time at the Webb County Youth Village 16-Bed Facility located at 111 Camino Nuevo Road, Laredo, Webb County, Texas, 78043

1.41 Special Accommodations

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at (956) 523-4149 or email at jguerrero@webbcountytx.gov

1.42 Response Format

All Proposals will include at minimum the following required information in the order requested:

Letter of Transmittal

The Proposal letter shall be addressed to the Webb County Judge Tano E. Tijerina and shall include at a minimum the following:

- a. Name of Non-Profit, Individual, Partnership, Company or Corporation submitting proposal;
- b. Contact information for future performance questions or any matters related to this RFP;
- c. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- d. Signature(s) and title(s) of the representative(s) legally authorized to bind the Respondent.

The transmittal letter must state that the PROPOSAL is valid for ninety (90) days from the deadline of submission. Any PROPOSAL containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive. The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

Executive Summary

The Respondent will include an Executive Summary that states how they view this contractual opportunity and provide an overview of their approach. Also included should be Respondent's experience and past performance on services / projects of similar type and scale. If the Respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Respondent must realize that failure to provide the services specifically required may result in disqualification of the PROPOSAL.

- a. Please provide a list of five (5) references that can describe your previous performance for services similar to what is being requested in this RFP.

For each reference, detail:

- Name and address of entity (Client, City, County, Special District, etc.);
- Name, title, e-mail address and phone number of a contact for the entity;
- Dates when services / projects were started and completed;
- Project Budget
- A brief summary of the scope of services provided, and name of project; and

- b. Provide legal history of respondent including, but not limited to:

- List any history of claims, litigation, arbitration and termination for a cause associated with any work contracted on any project in the past ten (10) years.
- Has the Respondent filed any lawsuits, requested arbitration, or been involved in any litigation concerning your contract activity within the last ten (10) years?
- Does the Respondent have any judgments, claims, arbitration proceedings or

- lawsuits pending?
- Has the Respondent filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
 - If Respondent has no history of litigation, claims or disputes, please make that statement.

Project Management Team

If a team of firms is proposed, the lead firm should be identified. Include your organization’s principal-in-charge for this project and, if applicable, project manager. For any sub-consultants will be used, include principal-in-charge and any other key team members. In composing your team, Webb County urges that you propose teams and individuals that have the requisite experience for the size, scale and complexity of the subject services/project and availability during the period proposed. Include resumes of the key personnel that will be part of the team and directly involved with day-to-

1.43 Scope of Services

Webb County is seeking competitive sealed proposals from qualified non-profit organizations interested in providing drug treatment services for adolescents 12 to 17 years of age. Respondents must have the necessary Texas Department of State Health Services (DSHS) licenses, certifications, and financial resources to provide both outpatient and inpatient chemical dependency treatment rehabilitation services for both male and/or female adolescents. Webb County is seeking at minimum a three (3) year service provider agreement with additional one (1) year options to extend subject to approval by the Webb County Commissioners Court. This document outlines the requirements, selection process, and documentation necessary to submit a formal proposal in response to this RFP, in accordance with the Texas Local Government Code; §262.030 (Alternative Proposal Procedures for Certain Goods and Services) and in compliance with Texas Health and Safety Code, Chapter 464 ("Facilities Treating Persons with Chemical Dependency") and Texas Administrative Code, Title 25, Part I, Chapter 448 ("Standard of Care").

Location of Facility: Webb County Youth Village 16 Bed Facility - 111 Camino Nuevo Road, Laredo, Webb County, Texas, 78043

Legal Premises Description: Being part of and out of Lot Number One (1), in Block Number One (1), (a 17.9237 - acre tract of land) of Las Blancas Subdivision, Unit 2, a subdivision situated in the City of Laredo, as per plat recorded in Volume 25, Page 104, Webb County Plat Records, and referred to as 111 Camino Nuevo Road, Highway 359, Laredo, Texas, 78043.

Square footage of Facility: The facility consists of approximately Fifteen Thousand Eight Hundred and Fifty-two (15,852) square feet of which Twelve Thousand Nine Hundred Twenty-Six (12,926) square feet will be leased to awarded respondent (1st and 2nd floor + warming kitchen) and Webb County will retain Two Thousand Nine Hundred Twenty-Six Feet (2,926) square feet of the kitchen space for the JJAEP Program.

All interested firms should note that the following is not an all-inclusive scope of services and is subject to change during the negotiation phase after the most qualified respondent is selected and officially awarded this formal solicitation by the Webb County Commissioners Court by majority vote based on the published weighted criteria.

Purpose: To provide intensive and or supportive treatment services in a residential setting that facilitates recovery from substance abuse or dependence for both male and/or female adolescents 12 to 17 years of age. Respondents must:

1. Comply with all applicable rules adopted by the Texas Department of State Health Services (DSHS) related to substance abuse services and published in Title 25 of the Texas Administrative Code (TAC), including, but not limited to, the following Chapters: a. Chapter 441 - General Provisions; b. Chapter 442 - Investigations and Hearings; c. Chapter 444 - Contract Administrative Requirements; d. Chapter 447 - Department-funded Substance Abuse Programs; e. Chapter 448 - Standards of Care; f. Chapter 140, Subchapter I - Counselor Licensure.
2. Applicants shall be capable of maintaining all documents according to DSHS licensure rules.
3. Be able to maintain a standard operating procedures manual that is in compliance with Texas DSHS's licensure standards.
4. Be able to provide comprehensive chemical dependency treatment in a structured environment and must ensure access to the full continuum of treatment services and to the appropriate treatment intensity to achieve treatment plan goals.
5. Be able to provide all services in a culturally, linguistically, and developmentally appropriate manner for clients, families, and/or significant others.
6. Provide comprehensive chemical dependency treatment in a structured environment and ensure access to the full continuum of treatment services as well as ensure access to treatment intensity to achieve treatment plan goals. Intensity and content of treatment must be consistent with standards of care. The provider must provide all services in a culturally, linguistically, and developmentally appropriate manner for clients, families, and/or significant others. Services must be appropriate for each individual admitted, with documented justification to support the admission.
7. Not allow any adult clients in the facility.
8. Provide access to education approved by the Texas Education Agency.
9. Provide five hours of planned, structured activities during evenings and weekends. Recreational and leisure activities must be included in the structured time. The total number of hours of planned, structured activities must be at least fifteen.
10. Ensure the direct care staff-to-client ratio is at least 1:8 during waking hours (including provider-sponsored activities away from the facility) and 1:16 during sleeping hours.
11. Ensure clients are under direct supervision at all times. During sleeping hours, staff must be awake and must conduct and document hourly bed checks.
12. Facilitate and document regular communication between a client and the client's family and not arbitrarily restrict any communications without clear, individualized, and documented clinical justification.
13. Document screening for tuberculosis (TB), Hepatitis B and C, sexually transmitted diseases (STDs), and Human Immunodeficiency Virus (HIV). If the screening indicates the client is at risk for these communicable diseases, the provider must refer the client to the appropriate community resources for further testing and counseling. If the client is at risk for HIV, the provider must refer the client to pre- and post-test counseling on HIV. If the client is HIV positive, the provider must refer the client to a DSHS-funded HIV Early Intervention (HEI) case manager or an HIV Ryan White case manager if no HEI case manager is available.

14. Provide at least 30 hours of documented services per week for each client, comprising at least the following:
 - a. Ten hours of chemical dependency counseling, (one hour of which must be individual counseling).
 - b. Ten hours of additional counseling, chemical dependency education, life skills training, relapse prevention education.
 - c. Ten hours of planned, structured activities monitored by staff. Five hours of these services must occur on weekends and evenings.
15. Offer tobacco cessation services for clients receiving treatment services. These services must address the disproportionate harm of tobacco use among substance abusers and must follow guidelines developed by the National Association of State Mental Health Program Directors in Tobacco-Free Living in Psychiatric Settings: A Best-Practices Toolkit Promoting Wellness and Recovery (<https://www.nasmhpd.org/content/tobacco-free-living-psychiatric-settings-best-practices-toolkit-promoting-wellness-and>).
16. Include other service providers that can meet the youth comprehensive needs in the development of a discharge/transfer plan and document this involvement.
17. Ensure that the mental health needs of all youth are assessed and address these needs through case management activities when these needs are identified.
18. Provide services for the families and document that family members were engaged in the treatment process.
19. Have familiarity and expertise in the implementation and use of evidence-based treatment practices for adolescents and demonstrate how these are used in a residential setting.
20. Have a Quality Management Plan that includes methods of assessing client satisfaction with the provider's services.
21. Ensure that all personnel receive the training and supervision necessary to ensure compliance with all licensure rules, provision of appropriate and individualized treatment, and protection of client health, safety and welfare.
22. Ensure that all staff and the facility have the appropriate credentials and licenses necessary to operate a residential treatment program in the state of Texas
23. Demonstrate having a mechanism to ensure that all direct care staff have the knowledge, skills, and abilities to provide services to youth, as they relate to the staff member's job duties.
24. Demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to youth services, including but not limited to the following areas:
 - a. Chemical dependency problems specific to youth treatment.
 - b. Appropriate treatment strategies, including family engagement strategies.
 - c. Emotional, developmental, and mental health issues for adolescents.

Additional Services

Apart from the basic services being requested by Webb County and as outlined in this RFP, the Owner may require additional services to be performed by the selected Proposer as mutually negotiated prior to execution of a service agreement between both parties subject to approval by Commissioner Court.

Right of Negotiation: As provided in this request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

1.44 PROPOSAL Evaluation and Selection Process

The PROPOSAL evaluation and selection process are detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

1.45 Evaluation Committee

The following Webb County employees are involved in the evaluation process for this procurement:

- 1) Leroy Medford, Executive Administrator to Commissioners Court
- 2) Lalo Uribe, Executive Administrator to the County Judge
- 3) Jerry Liendo, Webb County Juvenile Director
- 4) Nancy Cadena, Public Health Services Director

Note: Do not contact these individuals about this solicitation during the restricted contact period. [Please refer to our Purchasing Ethics Policy](#) Section 6 (Restricted Contact Period).

Restricted Contact Period. The Restricted Contact Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contact Period, regarding any Active Solicitation, must be directed solely to the Contact Person and the Contact Person's Designated Representatives (as defined by the Contact Person on a question-by-question basis).

The Contact Person for any specific solicitation can be identified by visiting <https://webbcountyebid.ionwave.net/Login.aspx> or by calling the Purchasing Department at (956) 523-4125.

VIOLATIONS. *Any communication by Vendors with any Procurement Professionals, Elected Officials, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contact Period unless the Vendor receives express written permission from the Purchasing Agent or his designee.*

1.46 Evaluation Criteria and Selection

Weighted Criteria to be used by the Evaluation Committee includes the following categories:

- a. Years of experience providing same or similar chemical dependency treatment rehabilitation services for both male and/or female adolescents. - 25 points.
- b. Proposed services and program delivery approach (How will respondent initiate, plan, and execute the program requirements to provide the services required as requested by this solicitation). – 30 points.
- c. Provide proof of Financial Stability (How will respondent support the services being requested) - 20 points. **Audited financial Statements preferred**
- d. Involvement with Webb County community or other surrounding South Texas Counties providing similar treatment services for adolescents– 10 points
- e. References - 15 points.

Respondent submittals must clearly address all selection criteria elements.

County’s Right to Reject

Commissioner Court reserves the right to reject all proposals, select the Respondent that it finds provides the best value to Webb County, require Respondents to appear in person for interviews or make a decision at a later date to further evaluate the highest qualified Respondent.