

Solicitation Number No. 2024-019-7006

Pre-Proposal Meeting Date: 4/30/2024 10 AM

Project Title: Opioid Use Disorder/Substance Use Disorder Provider Capacity Expansion Program,

Proposal Due Date: 5/9/2024 2 PM



**REQUEST FOR PROPOSAL
OPIOID USE DISORDER (OUD) AND SUBSTANCE USE DISORDER (SUD) PROVIDER CAPACITY
EXPANSION PROGRAM**

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I. Introduction, Purpose, and Intent

The United States is currently facing an opioid epidemic that is rapidly spreading through communities across the nation with nearly 645,000 people reported to have died from overdose involving any opioid, including prescription and illicit opioids from 1999-2021.¹ Since the onset of the COVID-19 pandemic, this ongoing crisis has worsened, with the number of drug overdose deaths involving prescription opioids in 2021 nearing five times the rate experienced in 1999.² In 2021, nearly 17,000 deaths were reported from prescription opioid overdose and prescription opioids being involved in nearly 21% of all reported opioid overdose deaths in 2021, according to the Centers for Disease Control and Prevention.³

As a result of the increase of opioid overdose deaths from prescription and illicit opioids, the State of Texas, among others, participated in settlement agreements with different companies to resolve legal claims against them for their role in the opioid crisis. On May 13, 2020, the State of Texas, through the office of Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet), approving the allocation of any and all opioid settlement funds within the State of Texas.

The purpose of this proposal is to seek qualified nonprofit organizations including public charities and private operating foundations, that meet the eligibility requirements detailed below, to submit proposals that identify ideas to enhance their nonprofit program and services to supplement existing service operations and increase overall operational capacity that will hold the highest lasting community impact through two targeted uses of funds if awarded. 501c3 or 501c19 nonprofit entities may apply funding towards either investments in infrastructure and/or providing costs of treatment services dedicated to enhancing provider physical treatment and recovery services with a prioritization for wrap-around and warm hand-off services⁴ to meet the ongoing demand of service need for individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions within Dallas County.

Proposers do not have to target both efforts of investments in infrastructure or treatment program services in order to submit a response, but efforts must stay within the targeted goal of funds used to supplement existing efforts aimed to enhance organizational capacity to create the largest and lasting community impact to meet the ongoing demand of service need for individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions within Dallas County. Proposers may respond to any one or all levels or types of services.

¹ Wide-ranging online data for epidemiologic research (WONDER). Atlanta, GA: CDC, National Center for Health Statistics; 2022. Available at <http://wonder.cdc.gov>.

² Wide-ranging online data for epidemiologic research (WONDER). Atlanta, GA: CDC, National Center for Health Statistics; 2022. Available at <http://wonder.cdc.gov>.

³ Wide-ranging online data for epidemiologic research (WONDER). Atlanta, GA: CDC, National Center for Health Statistics; 2022. Available at <http://wonder.cdc.gov>.

⁴ “A warm handoff is a transition conducted in person between members of the health care team in front of the patient. The warm handoff engages the patient as a team member and partners in his or her care. In warm handoffs, patients hear what is discussed, reinforcing their understanding of the diagnosis and plan of care and allowing them to correct or clarify information exchanged. Warm handoffs engage the patient through structured communication and improve patient safety by helping prevent communication breakdowns.”

Design Guide for Implementing Warm Handoffs. Retrieved 2017, from <https://www.ahrq.gov/sites/default/files/wysiwyg/professionals/quality-patient-safety/patient-family-engagement/pfprimarycare/design-guide-warm-handoff.pdf>.

By submitting a proposal, proposer certifies that it understands this RFP and has full knowledge of the scope, nature, and quality of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed.

II. Mission and Overview

2.1 Objectives/Program Mission

To combat this crisis facing communities, investments to support efforts to provide enhanced coordination to abate the opioid epidemic are identified as allowable uses of funds. Through investments in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic (*Exhibit E – List of Opioid Remediation Uses Pg. 14*). As well as prioritization of funds to support treatment efforts that address the needs of those in current treatment and recovery from OUD, provide connections to care for people who have or are at risk of developing Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, and target criminal-justice involved persons with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through engagement in evidence-based or evidence-informed programs or strategies that may include support for pre-trial services and treatment and recovery courts that connect and provide individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services (*Exhibit E – List of Opioid Remediation Uses Pg. 5-9*).

Funded through the Dallas County’s Opioid Abatement (Texas) Settlement Allocations, the **Dallas County Opioid Use Disorder/Substance Use Disorder (OUD/SUD) Provider Capacity Expansion Program** would contract with 501c3 or 501c19 entities physically located in Dallas County that currently provide services or engaged in implementing programs for physical treatment or recovery services with a prioritization of providing wrap-around services and employing warm hand-off procedures for individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions. The opioid epidemic has caused an unprecedented demand of treatment and recovery services across counties, continuing to create backlog and increased wait times for individuals within the Criminal Justice and general populations to receive treatment and recovery services. The program is designed to provide Dallas County Opioid Abatement (Texas) Settlement Fund allocations to qualified nonprofits, through Dallas County contracts, to utilize towards supplementing investments in infrastructure and/or costs for treatment and recovery support services to address the current capacity limitations these agencies are facing that limit ability to provide support for individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions within Dallas County.

The goals are to:

- Increase operational capacity of 501c3 or 501c19 entities that currently provide services or implement programs for treatment or recovery support services with a prioritization for providing wrap-around services and utilizing warm hand-off procedures for Dallas County residents with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.
- Reduce wait times for treatment or recovery support services for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions for Dallas County residents.
- Introduce Dallas County residents served to an ongoing process of recovery, the process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential; and

- Increase accessibility of treatment or recovery support services for Non-English-Speaking Dallas County residents with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.

2.2 Overview of Required Services

- Funding is provided to supplement “Investments in infrastructure and/or providing costs of treatment services dedicated to enhancing provider physical treatment and recovery services capacity with a prioritization for wrap-around and warm hand-off services to meet the ongoing demand of service need for individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions within Dallas County” only. Educational and/or non-substance use disorder services or investments or costs that would require continued funding past the grant period to sustain infrastructure and/or programming are not eligible for funding. Other issues, such as anger management, trauma, etc., are reimbursed as part of the substance use disorder treatment only, as they are inclusive in a substance use disorder program and relate to the specific issue of the participant’s substance use disorder.
- The County will provide greater consideration to proposals that will provide the most advantageous, immediate, and long-lasting community or focus area impact through projects aimed to increase organizational operational capacity through one-time investments in treatment and recovery support services or investments in infrastructure for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions. Proposal activities aimed to reduce costs associated with criminal case processing, days spent in the Dallas County Jail, and re-arrest, and aim to serve special populations will received greater consideration, including; Pregnant and Postpartum Women, Women with Children, Spanish Speaking individuals, Juvenile Population, Criminal Justice-Involved Persons, and the Incarcerated Population.
- All providers and treatment staff must have all applicable licenses (individual and facility) as required by the Texas Health and Human Services Commission (HHSC), Texas Department of State Health Services (DSHS), the Texas Behavioral Health Executive Council (BHEC), and any other applicable governing agency, and make available for review if requested.
- Providers will submit monthly invoices for payment for proposal activities to designated county representative specifying the specified dates of service, individuals served, type of service rendered and associated cost. Agencies will be required to use the forms and procedures specified by the Commissioners Court Administration.

2.3 Allowable Uses of Funds & Funding Restrictions

- Dallas County will only consider awarding funding for activities that align with the Exhibit E - List of Opioid Remediation Uses, Texas Term Sheet, and the Dallas County Opioid Abatement (Texas) Settlement Fund Strategic Plan and Mission, Vision and Values. Meeting these eligibility requirements does not guarantee funding.
- Services and projects included in proposals should be designed to serve individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions and align with efforts to enhance existing organizational operations to meet the increasing demand of individuals requiring treatment or recovery services to remediate the opioid epidemic.
- Funding will be considered for organizations with existing physical treatment or recovery services experience related to treating Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions with projects that are focused on addressing the demand of outpatient, residential, and wrap-around services for persons with OUD/SUD/MH that may also include

criminal justice involved individuals through supplemental infrastructure investments or cost of these services. All proposed activities should be directly related to addressing Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions within Dallas County among Dallas County residents through evidence-based/evidence-informed programs or strategies or towards physical infrastructure enhancements to expand access to and organizational capacity for substance use disorder treatment and recovery services. Service providers must also be located within Dallas County as a consideration factor.

- i. These can include projects or programs that are considered to be in one of the following service areas that are inherently related to addressing opioid-related harms in the community: Outpatient Treatment, Residential Treatment, Warm Hand-Off and Wrap-Around Services, Peer Recovery Support Services, Medication Assisted Treatment, etc.
- Unallowable Costs Include: Costs that would require continued funding past the grant period to sustain ongoing infrastructure or programming, cash payments to individuals including payments for participation in focus groups, lobbying activities, purchase of alcohol, and any other costs that do not align with the [Exhibit E - List of Opioid Remediation Uses](#).
- The State of Texas' [Texas Term Sheet](#) and [Exhibit E - List of Opioid Remediation Uses](#) outline the types of treatment or infrastructure costs that are allowable under Opioid (Texas) Settlement Fund Allocations.
- Proposal amounts may NOT exceed a total of \$500,000.00. The proposal shall include details on all proposed activities, and information about the results of currently provided programs and strategies, including statistical data, should be provided. All proposed activities and use of funds must be completed within two years of grant awarding procedures.

III. Specifications or Scope of Work

Contractor shall perform and complete the Services as stated in this RFP.

- 3.1 Eligibility Criteria: In order to be considered for an award, the proposer must meet all of the following criteria. Meeting these eligibility requirements does not guarantee funding.
- Dallas County-based 501(c)(3) or [501\(c\)\(19\)](#) nonprofit entity with a valid EIN tax ID #.
 - Be registered as an [IRS tax-exempt charitable nonprofit prior to proposal closing date](#).
 - Projects and services funded by this program must take place in Dallas County and serve Dallas County residents with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.
 - Must be physically headquartered and operated within Dallas County.
 - Must be able to comply with all contractual obligations if selected for funding.
 - Proposed project use of funds must center around enhancing existing nonprofit activities towards investments in infrastructure and/or treatment or recovery support services to increase operational capacity for targeting Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.
- 3.2 Project Managers: Contractor and County at proposal submission shall in written notice assign specific or a chain of project managers ("managers") who can address all administrative, technical, and contractual issues effectively and efficiently. The managers will be responsible for the management and implementation of this contract and to serve as the primary contact for each party throughout the term of this contract. Each party to the contract represents that its manager is and will be fully qualified and authorized to perform the tasks

assigned to the manager. However, any significant deviation from the intent of this contract, any increase in cost to the County, or any extension to the deliverable due dates will not be effective unless signed by the authorized signatories for both parties via a formal amendment to the contract.

3.3 County Project Manager ("County manager"): The County manager, or the County manager's designated representative ("County representative"), will be responsible for coordinating all aspects of service relating to this contract.

3.4 Personnel

3.4.1 Personnel Qualifications - Contractor warrants that all personnel it uses under this contract (the "contractor personnel") shall be: employees of contractor or, if applicable contractor's subcontractor(s), fully qualified and licensed to perform the tasks assigned to them, and in compliance with all applicable immigration laws. Contractor shall identify to County all third-party contractors and subcontractors, and their roles and responsibilities, upon request. Contractor shall be solely responsible for payment of all wages, benefits, worker's compensation, disability benefits, unemployment insurance, as well as for withholding any required taxes for all contractor personnel in accordance with applicable federal, state, and local law. Contractor agrees to promptly (within two (2) business days), provide County with information regarding individual contractor personnel or proposed contractor personnel as County may reasonably request.

3.5 Replacement or Removal of Contractor Personnel

• **County Initiated Request of Removal of Contractor Personnel**

County may, upon a written notice to the contractor manager or the person signing this contract, require contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this contract; violation of County's work rules and regulations; licensure violations; criminal activity; violation of state, federal, or municipal statutes; and engagement by said individual in activities that could be detrimental to County or County personnel, as determined by County in its sole discretion. Contractor shall replace the removed individual with other contractor personnel as appropriate.

• **Replacement of Contractor Personnel**

Contractor shall have the right to make reasonable and necessary changes to the list of contractor personnel in order to accomplish the purposes of this contract with prior written notice to the County manager.

Any changes in the contractor personnel shall be made utilizing persons of similar background, experience and credentials and shall be for the benefit of County. Contractor shall not be required to obtain County's prior approval of temporary changes due to vacation or illness of contractor personnel but must provide immediate written notice to the County manager and all temporary staff must have the same necessary credentials and training. If the temporary change in contractor personnel is for a period to exceed fifteen (15) business days, contractor shall be obligated to seek the County's approval, which will not be unreasonably withheld or delayed.

3.6 Reporting

3.6.1 Reporting: Contractor agrees to comply with required Dallas County provided training events for reporting requirements, program monitoring activities, site visitations, and submission of all

required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this agreement. Penalties for delinquent reporting and program monitoring activities compliance may include withholding of payments until such time all reports are received, cancellation or termination of this agreement with no obligation to pay for undocumented work or services, or both.

- A. The Grantee shall submit the following reports on the following dates: Reporting form templates will be provided at the start of the grant award contract period.
 - i. Monthly Reimbursement Report: Narrative report to contain relevant information regarding Grantee expenses to be reimbursed for the indicated month.
 - a) a) Due on the 15th of the month following the end of the reported quarter.
 - b) Submit via OpioidFunds@dallascounty.org with the following email title” “Organization/Entity Name – Opioid Provider Capacity Expansion Program – (Month Year) Report- Date”
 - c) c) Information to be Included:
 - 1) Certification Page
 - 2) Monthly Expense Summary Sheet
 - 3) Monthly Invoice Summary Sheet
 - 4) Monthly Payroll Summary Sheet
 - 5) Monthly Metric Summary Sheet

3.6.2 Access to records: Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of contractor that are pertinent to the fulfillment of the requirements of this agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to contractor’s personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas within a reasonable time.

3.6.3 Ownership: Contractor agrees that all information, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of the County.

3.6.4 Monitoring: Contractor agrees to comply with any and all applicable monitoring requirements to ensure program compliance with original authorized use of funds under this contract. Penalties for monitoring noncompliance may include withholding of payments until such time all requested monitoring reports, meetings, or review are received, cancellation or termination of this agreement with no obligation to pay for undocumented work or services, or both.

IV. Evaluation Criteria

Award shall be made to the responsible proposer(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

Criteria	Points
Proposal Summary (Pg. 12-14)	30
Experience (5. Program/Services Offered Pg. 10-12)	30
Focus Area Impact (2.2 Overview of Required Services Pg. 5)	20
Sustainability (Proposal Summary Pg. 12-14)	20
Total Points	100

V. Proposal Format

The proposal shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section and proposals shall address., in detail, their proposed use and itemized budget for the grant purpose they’re applying.

1. Executive Summary and Focus Area of Impact

Each proposal must contain an executive summary that shall consist of the cover sheet that summarizes the key elements of the proposal such as statement of qualifications, approach to deliver the services described in the RFP to expand, increase, or enhance existing physical treatment and/or recovery services infrastructure or capacity of services to ultimately increase or expand the current availability of evidence-based treatment for OUD and any co-occurring Substance Use Disorder (SUD)/Mental Health (MH) conditions within Dallas County, how this plan aligns with Dallas County Administrative priorities and [Dallas County Opioid Abatement \(Texas\) Settlement Fund Strategic Plan](#), key program or project goals and desired outcomes, schedule of proposed events, progress to date (if initiated), potential challenges or opportunities, and understanding of the project goals and objectives.

Additionally, included in the executive summary, must be a statement that explains why the proposer would be the best to choose for the County.

2. Table of Contents

A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.

3. Cover Letter: The cover letter shall include:

- a) Identify the submitting organization and legal entity;
- b) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;

- e) State in writing that all furnished information, including prices, will remain valid for a period of not less than one hundred and eighty (180) days from the date set for the opening thereof and will remain the property of Dallas County;
- f) Acknowledge receipt of any and all amendments to this RFP; and
- g) Be signed by the person authorized to contractually obligate the organization.

4. Organization Profile and Experience

- a) Identify Organization’s Mission, Vision, & Values
- b) Year Organization was established.
- c) Organizational Structure including current staffing & facilities.
- d) Large Organization Projects & Activities Currently Taking Place or Have Completed within Past 5 Years. Please include detailed examples of the actual impacts and/or outcomes. Indicate prior experience in delivering the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse population.
- e) Provide a narrative on information of current organizational projects & activities that currently serve special populations including; Pregnant and Postpartum Women, Women with Children, Non-English-Speaking individuals, Juvenile Population, Criminal Justice-Involved Persons, and the Incarcerated Population.
- f) Indicate the experience and capability of the proposer’s key personnel, including proposer’s designated representatives. Proposer shall submit a list of qualifications and resumes of key personnel assigned to the proposed contract with the County. This information shall indicate sufficient evidence satisfactory to the County that the proposed key personnel have the qualifications and experience necessary to successfully perform the scope of services. For each key person identified, the following information must be provided:
 - Key personnel (defined as personnel who are providing direct service, supervising personnel providing direct service, and any other key personnel that will be involved in the participant’s treatment or involved in the operations of the treatment provided) areas of expertise and areas for prime responsibility under the contract; and
 - Resumes or personnel profiles for each person with background, including years of experience in each position, past experience and training, languages spoken in addition to English including proficiency level, containing a description of their roles and responsibilities on recent contracts of similar type, scope and magnitude relating to the scope of services as described in this RFP. Please include any applicable criminal background of key personnel that the County needs to be aware of.
- g) Provide at least three (3) verifiable references from prior contract holders, preferably from public or government entities from contract holders who received similar services as outlined in the RFP within the past five (5) years. References shall not be within the proposer’s own organization or subsidiary. Each client reference shall include the following information:

- Reference name
- Address
- Contact person name
- Contact telephone number
- E-mail address of contact person
- The amount/value of the contract
- The dates of performance (project start and end dates)
- Description of project scope of work or service

h) Information on Previous Partnerships with Dallas County

5. Program/Services Offered:

5.1 Organization Experience in Direct Treatment and Recovery Support Services

- a) Provide evidence of previous accomplishments in providing substance use disorder services.
- b) Describe service goals and objectives, including how and in what time frame an individualized client treatment plan will be completed.
- c) Describe use of Evidence-Based Practices and Interventions utilized for services.
- d) List clientele/prior contract holders you have served in the last five (5) years and the services that were performed.
- e) Describe all client responsibilities (i.e., homework, assignments, practice sessions, etc., including frequency, number, and timeframe where appropriate).
- f) Describe/specify any diagnostic assessments preceding program services and/or treatment. Describe any post-program service and/or treatment assessments that will be conducted.
- g) Describe individual counseling/therapeutic approach utilized; specify skill development techniques utilized and goals/objectives of individual counseling.
- h) Describe minimum/maximum length of program participation.
- i) Specify the location(s) where the service will be provided. Is the location(s) accessible to public transportation and in a geographic area accessible to participants?
- j) Describe type of group process utilized; include goals/objectives of group process and minimum/maximum number of clients in a group. Specify if open or closed groups are utilized. Describe minimum/maximum lengths of program participation. Describe how client progress is measured during program participation and/or treatment for all services being proposed.
- k) What is the staff to client ratio during sessions? Describe client supervision procedures.
- l) Describe your experience providing services to Non-English-Speaking clients. How many bi-lingual licensed counselors are on staff? Provide names and resumes or personnel profiles.
- m) Specific requirements for Non-Residential Counseling/Treatment Services:

- Describe and specify any diagnostic assessments that will precede program services and/or treatment, be executed during treatment, or be completed at discharge.
 - Describe any post-program service and/or treatment assessments that will be conducted.
 - Describe why these assessments will be utilized.
 - Describe how and in what time an individualized client treatment plan is developed, and what the treatment plan will contain.
 - Describe minimum/maximum length of program participation.
 - Describe the wrap-around services you provide to address the holistic needs of individuals to be served.
 - Describe program's warm hand-off procedures.
- n) Specific requirements for Residential Services for offenders:
- Describe procedures and information necessary for an individual to be admitted to your facility including exclusionary criteria.
 - Describe staff to client ratio during sessions and while on the unit. Describe client supervision procedures.
 - Describe how residential services will be provided for Non-English-Speaking clients. What, if any, modifications are made to residential treatment plans and work assignments for Non-English-Speaking clients? Is there direct care staff available who speak Non-English- languages along with treatment staff?
 - Describe how an individual's physical health and mental health will be addressed, and the ability to access a prescribing physician to address any medical or mental health medication needs and/or medication monitoring.
 - Describe client discharge/termination procedures from the service. Include whether certificates of completion will be provided and if so, procedures to provide certificate to participant. Describe how discharge planning takes place and steps to ensure a warm hand-off to another provider and/or outpatient services for continuity of care.
 - Provide a descriptive outline for the intensive residential, and/or detoxification service programs being proposed.
 - Describe aftercare services/program, if any, that you will be willing to provide at no additional cost.
 - Describe experience working with participants. Describe eligibility criteria: include any special client characteristics (i.e., level of intellectual functioning, homeless, indigent, etc.) as well as whether any participant would be ineligible for services based on offense categories, criminal history, age restrictions, etc.

- Proposer must agree to submit a statement indicating a willingness to provide necessary Participant data regarding drug usage and treatment outcomes (i.e., successful completion of program, violation of program conditions or inappropriate placement) via encrypted email.
- Provide the name and employment information of any person who is employed by an agency who is actively or was previously on community supervision in the state of Texas, on parole, or convicted of a felony offense in any state.

6. Total Funding Request

- a) Indicate total amount of funding to be requested by project or activity and a complete itemized budget.
- b) Indicate schedule of events for funding to be executed upon contract authorization and proposal acceptance.
- c) Indicate other funding opportunities or outlets the Organization is currently seeking for proposed activity or activities.

7. Proposal Summary

- a) Applicable to nonprofit organizations whose proposed use of funds includes investments in infrastructure for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.
 1. Describe existing operational capacity by current facility structures with current reported levels of services conducted by type and number of individuals as its related to Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.
 2. Describe how the proposed project will expand existing operations and/or facility capacity with consideration of the extent of community impact from the growth and timeline of results to be expected.
 3. Describe administrative services to ensure a smooth and maximum level of construction progress, including:
 - Document at least on a monthly basis the infrastructure investment project progress, schedule of events for construction completion, infrastructure success and challenges with solutions forward.
 - Submit construction project summary and plan reports to the County if requested.
- b) Applicable to nonprofit organizations whose proposed use of funds includes targeted treatment and recovery services for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions.

1. Describe Outpatient Treatment, Residential Treatment, Warm Hand-Off and Wrap-Around Services, Peer Recovery Support Services, Medication Assisted Treatment, etc. to individuals with substance use disorder (hereinafter called the “participants”) that will be engaged in. Including program procedures, qualifications, timelines, interagency coordination, etc.
2. Describe the existing procedures for services to participants with concurring disorders and/or mental and physical disabilities.
3. Describe how the proposed project will expand existing operations and/or facility capacity with consideration of the extent of community impact from the growth and timeline of results to be expected.
4. Describe administrative services to ensure a smooth and maximum participation by participants, including:
 - Cooperate and coordinate with the County representative at all levels.
 - Provide orientation to participants regarding services and support resources.
 - Document at least on a monthly basis of failure of participant to comply with the program, including, without limitation, his/her treatment plan, participation schedule, failure to show for initial appointment, and/or unauthorized departures.
 - Document at least on a monthly basis the program participant's progress, level of participation and compliance with treatment goals and objectives and provide, in writing, weekly progress reports on each participant at no additional cost to County and have ability to submit to County as needed/requested.
 - Ensure the safety and security of participants, while providing substance use disorder treatment services.
 - Submit discharge summary reports to the County if requested.
- c) Personnel Required. If your request includes costs for personnel, provide a summary of the positions, an explanation of how the requested additional positions will align with and support the execution of your intended program and how the organization plans to sustain these roles beyond period of grant fund awarding.
- d) Necessary Capital Expenditures. If applicable, please include the requested amount for capital expenditures, the need to be directly addressed with the expenditure, an explanation of why the capital expenditure is appropriate for the proposed activity and how the organization plans to sustain these investments beyond period of grant fund awarding.
- e) Describe Program Evaluation Methods to review program progress and success that will take place for the duration of the grant period. Program Evaluation Methods shall:

1. Be backed by existing peer reviewed research establishing the rationale for proposed projects and the reasonableness of metrics selected to define success for the type of program treatment or infrastructure initiative as its related to addressing Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions and improving public health outcomes.
 2. Identify the newfound sustainable organizational capacity to be built under selected proposal activities; include number of clients that can be served per year, number of total OUD/SUD/MH intervention services offered per year, the number of new and dedicated personnel to service these programs as a result, and any other metrics deemed appropriate by submitter.
 3. Identify anticipated short-term and long-term outcomes from proposal activities as they are related to positive public health impacts addressing Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions., and how the organization continue to sustain these anticipated outcomes after grant period.
 4. Identify how data will be used to achieve and document proposal activities success, and how will the target population(s) be represented in the execution of the project.
 5. Define how the organization will establish a continuous improvement system or framework of program metrics to encourage data progress collection and sustain continued positive outcomes for proposal activities after grant award period.
 6. If your proposal targets Criminal Justice-Involved special populations: identify expected recidivism rate to be experienced by clients as a result of proposal activities, additionally describe how recidivism rates will continue at the level reported from proposal interventions.
- f) Indicate the Sustainability Plan for the project/program to be funded to confirm all awarded activities support the purpose of funding to enhance organizational capacity and *supplement* provider efforts rather than supplying services.
- g) Describe organizational efforts to promote equitable outcomes and how the program is designed with equity in mind. Proposed efforts should include:
1. Methods for how the proposed activities accounts for potentially disparate outcomes for underserved communities; identify how the organization will define these communities, describe the intervention efforts that will be undertaken to address concerns for each group in a culturally responsive manner.
 2. Methods used to overcome potential language barriers with clients receiving Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions services including what language access the organization currently offers and identify what/if any new languages proposed activities will be able to accommodate in the future and how they will continue to be offered.
 3. Define how the proposed activities will aim to mitigate or decrease existing and historical disparities related to Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions and how the organization plans to sustain these outcomes.

8. Additional Information

Provide any additional information deemed necessary by the Proposer to be pertinent but specifically requested elsewhere in the RFP including any value-added services.

9. Proposal Exceptions

Proposer shall identify and list all exceptions taken to any part or sections of the RFP. An “exception” is defined as the proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

All exceptions taken must be identified and explained in writing in your proposal response and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer’s solution, must be described in detail.

However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The County will be the sole determiner of the acceptability of any exception.

If the proposer has taken no exceptions to the requirements of this RFP, please state no “exception” in the section.

VI. Small Business Enterprise Utilization

Dallas County is committed to the participation and inclusion of small business enterprises (SBEs) in its contracting endeavors whenever possible; Dallas County encourages the grant recipients to utilize certified SBEs in the spirit and Good Faith Efforts of its SBE program to address construction needs, enhance operational capacity and/or treatment & recovery services. This includes the utilization of SBE firms directly or indirectly through contracting, subcontracting, and/or other procurement activities. Possible contracting/subcontracting opportunities include, but are not limited to:

- Outpatient Treatment
- Residential Treatment
- Peer Recovery Support Services
- Medication Assisted Treatment
- Transportation
- Construction

VII. Pre-Proposal Meeting

During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A pre-proposal meeting will be held by the County whereby the respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County’s purchasing platform, https://prod.bidsync.com/dallas_county_texas, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Solicitation Number No. 2024-019-7006

Pre-Proposal Meeting Date: 4/30/2024 10 AM

**Project Title: Opioid Use Disorder/Substance Use Disorder Provider Capacity Expansion Program,
Proposal Due Date: 5/9/2024 2 PM**

Pre-proposal conference **4/30/2024 10 AM CST**, the pre-proposal meeting will be conducted through a conference call.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 232 728 492 064

Passcode: WXkd7q

Dial-in by phone

[+1 469-208-1731,652652152#](tel:+14692081731652652152) United States, Dallas

[Find a local number](#)

Phone conference ID: 652 652 152#

The deadline for the submission of questions is on **4/24/2024 2 PM CST** through BidSync.

VIII. Term and Commencement Date

This will be a two-year term contract with no renewal options commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

IX. Award Method

The County's intent is to award this solicitation to multiple proposers up to the amount stipulated herein, but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all proposals and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

X. Opening of Proposals

Proposal reading shall be conducted: **at 2:30pm (CST)** on the day the proposals are due. The reading will be conducted via a live meeting online at:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODQ3ODNmZDAtOWRjYS00MDI5LTg4MTktZGQ3OGJlYzQ4ZTgx%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

XI. Additional Questions and Answers During and/or After the Pre-Proposal Conference

Firms will be required to submit any additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **5/2/2024 2 PM (CST)**.

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

XII. Proposal Submittal and Exception Requirements

To be considered for award, the **proposal response must be submitted by 5/9/2024 2PM (CST)**. Responses shall be submitted electronically through BidSync, the County's online public solicitation platform https://prod.bidsync.com/dallas_county_texas. Although the

County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On April 27, 2020, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through BidSync. Vendors seeking to do business with Dallas County will be required to register, https://prod.bidsync.com/dallas_county_texas. By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

XIII. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided.
- Purchase order number.
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service.
- Detailed description of each service.
- Price good or services (charges for all services covered by this contract are to be separately stated and explained.
- Unit pricing.
- Total cost of goods/services.

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled.

XIV. Communication

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being

Solicitation Number No. 2024-019-7006

Pre-Proposal Meeting Date: 4/30/2024 10 AM

**Project Title: Opioid Use Disorder/Substance Use Disorder Provider Capacity Expansion Program,
Proposal Due Date: 5/9/2024 2 PM**

disqualified. All questions and request for information related to this solicitation must be coordinated through **Ahron Molina**.

All questions regarding this solicitation are to be submitted in writing to **Ahron Molina**, Dallas County Purchasing Department via [Bidsync https://prod.bidsync.com/dallas_county_texas](https://prod.bidsync.com/dallas_county_texas), the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to ahron.molina@dallascounty.org. Please reference the Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this solicitation will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this solicitation Addendums to this solicitation can be located at the following web address: <http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate solicitation #, click on the appropriate hyperlink for viewing and/or downloading.)

XV. Review of Proposals

All proposals will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a proposal if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and proposers are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected proposers; however, discussions may not be initiated by proposers. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Proposers shall not contact any Dallas County personnel during the RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the vendor relating to this RFP shall be coordinated by Dallas County Purchasing.

Selected proposers may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, presentations and product/service evaluations may develop into negotiating sessions with the proposer(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with proposer's

representatives authorized to contractually obligate with an offer. If proposer is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer. In addition to a presentation, visits by the Evaluation Committee to representative proposer’s client sites may be conducted where the proposed solution can be demonstrated in a production environment.

XVI. Proposal Pricing

Pricing shall be firm for the first 2 years of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as proposed will not be paid by the County, regardless of the intentions of the proposer when the proposal was submitted and regardless that those costs were actually incurred.

XVIII. Insurance

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of “A” or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

- 1.1. Workers Compensations and Employer’s Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers’ Compensation Insurance for all of the latter’s employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers’ compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
 - b. Thirty (30) day Notice of Cancellation
- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
 - b. Thirty (30) day Notice of Cancellation
 - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and

- employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the “other insurance” clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor’s services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor’s services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XVII. Discussion With Reasonably Qualified Proposals

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFP.

After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Commissioner's Court executes a completed Contract or the Procurement Department determines that no acceptable alternative proposal exists.

The County reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XVIII. Rejection or Acceptance of Proposals

The County reserves the right to accept or reject in part or in whole any proposal submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible respondent as determined by the Purchasing Agent.

XIX. Late and Withdrawn Proposals

All proposals must be submitted no later than the proposal due date and time established by this solicitation. Proposals arriving after the due date and time will not be accepted. Late proposals delivered by carrier will be return to the respondent unopened.

A respondent has the right to withdraw their proposal prior to the proposal due date and time, thereafter, the

respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their proposal.

XX. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XXI. Disqualification Of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers.
- The proposer is involved in any litigation against the County of Dallas.
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas.

XXII. Permits Required by Law

Proposer shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXIII. Records and Audit

The Proposer shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXIV. Assignment of Contract

The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Proposer assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.

XXV. Default by Proposer

The following shall be deemed as events of default by Proposer under the Contract:

- Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Proposer attempts to assign the Contract without the prior written consent of the County;
- Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Proposer fails to properly and timely pay Proposer personnel, suppliers or other Proposers and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Proposer written notice of the default. If the default is not

corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Proposer shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Proposer, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXVI. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Proposer. The County will compensate Proposer in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXVII. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Proposer’s qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXVIII. Indemnity

The selected proposer agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected respondent's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected respondent its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected proposal(s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXIX. Selection Process

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXX. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFP.

XXXI. Contract Award

Upon selection of a successful Proposer(s), the County and the Proposer(s) will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

XXXII. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the

form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) “Contract” includes an amended, extended, or renewed contract.

(b) “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.

(c) “Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (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.

(d) “Interested party” (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.

(e) “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.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Solicitation Number No. 2024-019-7006

Pre-Proposal Meeting Date: 4/30/2024 10 AM

**Project Title: Opioid Use Disorder/Substance Use Disorder Provider Capacity Expansion Program,
Proposal Due Date: 5/9/2024 2 PM**

Instructional Videos for Business Entities on how to file online can be found at:

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and submit a copy to the buyer before the contract information will be sent to the County Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

XXXIII. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.