



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9606 Carnegie Ave., El Paso, Texas 79925 **before 3:00 p.m., January 31, 2017.**

Proposals must be in a sealed envelope and marked:

“CPR and First Aid Training RFP #17-005 due date January 31, 2017”

CPR and First Aid Training RFP #17-005

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before **January 24, 2017 at 12:00 p.m. solicitation number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the EHN website as an addendum. It shall be the proposer’s responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: www.emergencehealthnetwork.org; Proposals and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

EHN SIGNATURE PAGE

| |
|---|
| Description – CPR and First Aid Training RFP #17-005 |
|---|

Vendor must meet specifications

| |
|--|
| Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and submit the proposal to rfp@ehnpaso.org in a PDF format. Electronic copies must reflect the original hard copy. |
|--|

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items F. O. B. Emergence Health Network

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

CPR and First Aid Training

RFP #17-005



Emergency Health Network
El Paso Center for Mental Health/Intellectual Disabilities

Due Date
Tuesday, January 31, 2017

RFP #17-005
CPR and First Aid Training
DUE DATE: January 31, 2017

Emergence Health Network (EHN) is seeking to award to one company (ies) to provide the services outlined in this Request for Proposal. Award will be awarded for entire proposal.

Interested Proposers must initial each bullet item in agreement of the specifications. Please attach to proposal response.

- All items must be the same as specified _____
- Vendor must supply a sample on items noted and/or if requested by the end user/dept. _____
- Must have product available when needed _____
- Vendor must honor price for six months _____
- No substitutions will be accepted _____
- No minimum orders will be allowed. All items will be ordered as needed. _____
- No delivery fees may be added _____
- All purchases must be F.O.B Destination _____

*******THIS PAGE MUST BE SUBMITTED WITH REP RESPONSE*******

STATEMENT OF WORK/ SPECIFIC PROPOSAL REQUIREMENTS

CPR and First Aid Training RFP 17-005

El Paso Community MHMR d/b/a Emergence Health Network (EHN) is seeking proposals for a Cardiopulmonary Resuscitation (CPR) and First Aid Training contractor to provide services as defined in the scope of work.

PROJECT DESCRIPTION/SCOPE OF WORK

Emergence Health Network, requires Cardiopulmonary Resuscitation (CPR) and First Aid training for approximately 467 direct care associates as indicated by the Texas Administrative Code. CPR and First Aid training will comply with the standards set forth by the American Heart Association's 2015 Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. This contract will provide Training for all newly hired direct care EHN associates and bi-annual training for all existing direct care EHN associates. Training shall consist of all course components as stated in the CPR/First Aid Course Specifications.

Respondents to this RFP are asked to provide a training plan to train individuals to obtain the skills as detailed below:

CPR and First Aid Required Skills

Upon completion of the First Aid and CPR course, each participant will have the requisite knowledge to receive the First Aid/CPR/AED certification. Course content should include, at a minimum:

- Recognizing and responding to first aid emergencies (bleeding, shock, burns)
- Correct first aid procedures for chest injuries, fractures, sprains and head and eye injuries
- Identifying and treating poisoning, stings and bites
- Taking precautions and establishing protocol for infectious diseases protection associated with bodily fluids
- Recognizing and responding to cardiac and breathing emergencies
- Recognizing and responding to choking
- Ventilations, including bag-valve masks
- Performing one and two rescuer CPR
- Using an AED

A. SUBMITTALS

To be deemed responsive, submittals must at a minimum contain the following:

1. Provide the a Proposal Summary Sheet (Attachment A)
2. Demonstrate Understanding of Work to be Performed
The contractor should detail the training program including:
 - a. A description detailing the manner in which the training will be provided, classroom instruction, hands on training, etc.
 - b. Equipment that will be required for the training and how that equipment will be made available to the trainees.
 - c. The number of people that can be trained at one location, and preferred venue to provide training.
 - d. The time required for the training. (Training that does not result in a certification should not exceed 8 hours)
 - e. The final outcome for the participants in the training program.
 - f. The manner in which registrations will be managed for the program.
3. Organizational Experience/ Past Performance
The contractor should describe its organization, size (in relation to the proposed services to be performed), and structure. The contractor should describe its prior experience that qualifies the contractor's organization to fill the role based on past performance of the same or similar program.
4. Staff Qualifications
The contractor should identify all personnel that will be assigned to the project, including contact information such as address, phone number, fax number, and e-mail address. The contractor should also describe the relevant qualifications of staff to perform the proposed service, including technical, educational, and work background. This section of the proposal should include descriptions of the staff and the team makeup. Team member credentials may be included as an attachment.

B. COST

Overall cost will be considered in the award of the contract:

- Provide the applicable itemized fees and any commissions included in the proposal for the services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- Please identify your standard plan and rates (include attachments as necessary).
- Explain assumptions or constraints in a price proposal to perform the services.
- Explain any additional charges or fees in the proposal.

*Training Materials: contractor must provide training materials approved by the American Heart Association (AHA). Training materials include but are not limited to:

including audio visual equipment, course videos, manikins, trainer pads, barrier device (face masks), bag mask valve device, one-way valve, stopwatch, cleaning supplies, certification cards.

C. CONTRACTOR RESPONSIBILITIES

- A. Contractor must provide First Aid and CPR training equivalent to the standards of the AHA . Any standards, or changed standards, resulting from approval of federal implemented guidelines, including, but not limited to, the AHA’s 2015 Guidelines, will be incorporated as a part of any awarded contract. Certification must be valid from the date of award through the duration of the contract and shall not expire prior to the contract's end date.
- B. Contractor is responsible for providing training to associates at any EHN site. The contractor will provide training supplies, including audio visual equipment, course videos, manikins, trainer pads, barrier device (face masks), bag mask valve device, one-way valve, stopwatch, cleaning supplies, and/or other educational materials. EHN must be provided with CPR certification cards within 14 business days. Certification cards must be dropped off at Chase Building, 201 Main, 6th floor, Human Resources Department.
- C. Contractor will ensure student to instructor ratios are within compliance.

D. TRAINING SCHEDULE

The Contractor agrees to provide a minimum of two (2) on-site trainings to EHN associates and submit a schedule confirmation for each training scheduled. Training dates will be scheduled at least 30 calendar days in advance and must be mutually agreed upon. Notification of training cancellation will be provided to the Contractor within five (5) working days of the scheduled training date, except in the event of an emergency. Scheduling or rescheduling conflicts must be resolved to EHN’s satisfaction; the mutually agreed upon schedule or reschedule date(s) must take place within 30 calendar days of originally proposed date.

E. TRAINING COMPONENTS

The course must follow the descriptions set by the AHA as indicated below:

- A. Heartsaver® First Aid is a video-based, instructor-led course that teaches students critical skills to respond to and manage an emergency in the first few minutes until emergency medical services arrives. Students learn duties and responsibilities of first aid rescuers; first aid actions for medical emergencies, including severe choking, heart attack, and stroke; and skills for handling injury and environmental emergencies, including external bleeding, broken bones and sprains, and bites and stings. This course is for anyone with limited or no medical training who needs a course completion card in first aid to meet job, regulatory, or other requirements.

- B. Heartsaver® CPR AED is a video-based, instructor-led course that teaches adult and child CPR and AED use, infant CPR, and how to relieve choking in adults, children, and infants. This course teaches skills with the AHA's research-proven practice-while-watching technique, which allows instructors to observe the students, provide feedback, and guide the students' learning of skills. This course is for anyone with limited or no medical training who needs a course completion card in CPR and AED use to meet job, regulatory, or other requirements.

- C. Heartsaver® First Aid CPR AED is a video-based, instructor-led course that teaches students critical skills needed to respond to and manage an emergency until emergency medical services arrives. Skills covered in this course include first aid; choking relief in adults, children, and infants; and what to do for sudden cardiac arrest in adults, children, and infants. This course teaches skills with the AHA's research-proven practice-while-watching technique, which allows instructors to observe the students, provide feedback, and guide the students' learning of skills. This course is for anyone with limited or no medical training who needs a course completion card in CPR and AED use to meet job, regulatory, or other requirements.

- D. Heartsaver Pediatric First Aid CPR AED is designed to meet the regulatory requirements for child care workers in all 50 United States. It teaches child care providers and others to respond to and manage illnesses and injuries in a child or infant in the first few minutes until professional help arrives. The course covers the Four Steps of Pediatric First Aid and modules in Pediatric First Aid, Child/Infant CPR AED, Adult CPR AED, and Asthma Care Training. The modular classroom-based course is designed to be flexible and allow Instructors to teach either Pediatric First Aid, CPR AED or both.

- E. Healthcare Profession-Basic Life Support (BLS) course trains participants to promptly recognize several life-threatening emergencies, give high-quality chest compressions, deliver appropriate ventilations and provide early use of an AED. In the Instructor-led course, students participate in simulated clinical scenarios and learning stations. Students work with an AHA BLS Instructor to complete BLS skills practice and skills testing. Students also complete a written exam.

- F. **EMERGENCY HEALTH NETWORK RESPONSIBILITIES**
 - A. A training schedule will be provided to contractor upon contract award. EHN Training Manager, Human Resources Department, shall coordinate all training activities. Contractor shall consider the Training Manager as their liaison and as EHN's representative during the duration of this contract.

 - B. Coordinate with each facility location to ensure training room availability.

 - C. Identify, schedule, and notify the contractor of training location(s) and date(s).

- D. Ensure that all classes are provided with a EHN Sign in sheet, and that each sheet includes every training participant name and signature. EHN must completely and accurately document all pertinent data, including student sign-in, class date, duration (number of hours), instructor's name, and class title.

G. REFERENCES

Provide 3 professional references from businesses that have utilized your training services in the past.

H. CONTRACT INFORMATION

The contracts to be entered into between Emergence Health Network and those whose proposals are accepted shall include, without limitation, the following provisions:

General Conditions and Stipulations

- A. Indemnification and Worker's Compensation, the contractor agrees, if the contract is awarded to their organization, the organization shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the contractor's acts or omission in the performance of the duties required under contract.
- B. Independent Contractor, it is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constitution in the contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. The service pro is to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the service provider, its officers, agents, contracts or employees shall in no way be the responsibility of EHN; and the service provider shall defend, indemnify and hold EHN, its officers, agents and employees harmless for any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel of other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever for EHN, including, without lamination, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability severance pay.
- C. Miscellaneous, the proposer agrees to at all times observe and comply with relevant laws, ordinances, regulation, and codes of the federal, state, and local government which may in any manner affect the preparation of the proposals or the performance of the contract.

Contract Disputes

As a condition precedent to Contractor's right to institute and pursue litigation or other legally

available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

a. Final Payment

The acceptance by Contractor of final payment shall release the EHN from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of contractor and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file a formal written appeal within thirty (30) days of the date of EHN's informal written decision. The formal written appeal shall be addressed as follows:

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of Texas. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which EHN is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from EHN after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of Texas.

e. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with EHN, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of Texas.

Right to Terminate

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.

Additionally, EHN reserves the right to terminate-this-Agreement subject to thirty-(30)-calendar-days-written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or

directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

Confidentiality

If this Agreement is terminated for cause, EHN reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made. All financial, statistical, personal, technical and other data and information relating to EHN's operation, which are designated confidential by EHN and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by EHN to be adequate for the protection of EHN's confidential information, such methods and procedures may be used with the written consent of EHN. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties. No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to EHN) in violation of any state or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of Texas Government Code.

Liability for Loss and Damages

Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the

agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.

Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the EHN liaison in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

Contract Violations

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

Extension of Term

If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

D. REVIEW PROCESS AND EVALUATION CRITERIA:

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. The evaluation team will make a recommendation to the Chief Human Resources Officer (CHRO), who will, in turn present the recommendation to the CFO and CEO.

All proposals must follow the specified format and include all required elements listed in the Statement of Work.

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal is not adequate to form a judgement by the reviewers that the proposal will meet the objectives outlined in the statement of work.

Evaluation of each proposal will be based on the following criteria:

| Quality of Training Program | Past Experience | Staff Qualifications | Projected Outcome | Cost | Availability and Flexibility of Trainings | Total |
|------------------------------------|------------------------|-----------------------------|--------------------------|-------------|--|--------------|
| 20 | 10 | 20 | 20 | 20 | 10 | 100 |

ATTACHMENT A

Training Proposal Summary Sheet

Training Provider

Business/ Organization/ Institution: _____

Address: _____

Contact Person: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

Training Details

Total Cost of Training per person: _____

Maximum Number of People that may be trained in one training: _____

Total Time Required for Training: _____

Certificate Earned: _____

General Provisions EMERGENCY HEALTH NETWORK

These General Provisions are considered standard language for all EHN proposals and RFP documents. If any “specific proposal requirements” differ from the General Provisions listed here, the “specific proposal requirements” shall prevail.

1. RFP PACKAGE

- a. The PROPOSAL, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.
- b. **Proposal must be received at 9609 Carnegie Ave. BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the Proposal number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER’S RESPONSIBILITY

The proposer must affirmatively demonstrate its responsibility. The proposal must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

EHN reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. EHN further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by EHN.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal.

6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Proposals shall be awarded to the responsible proposer that submits the best proposal.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal and may discontinue its efforts under this Proposal for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this Proposal will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such Proposer will furnish all items and services upon the terms and conditions in this Proposal and contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Proposal.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposal(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

16. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

17. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by EHN, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

19. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

20. PROPOSAL IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

21. BID/PROPOSAL DISCLOSURES

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

22. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to EHN in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

23. INDEMNIFICATION

- A.** The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.

Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

24. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergency Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

25. Mental Health Friendly Workplace

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Proposal.

No officer or employee of EHN, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

27. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

28. MERGERS, ACQUISITIONS

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contact resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

31. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURCY OF DATA

Information and data provided through this Proposal are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in

providing the requirements stated in the Proposal.

35. MONITORING PERFORMANCE

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

36. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and
- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and

- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements made

in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

EHN is an equal opportunity employer.



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

CERTIFICATION REGARDING LOBBYING

PART A. PREAMBLE

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

PART B. CERTIFICATION

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

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

| | | |
|--|---|--------------------|
| Name of Provider | Vendor ID No. or Social Security No. | Program No. |
| Name of Authorized Representative | Title | |

Signature – Authorized Representative

Date



Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

RE: RFP #17-005 CPR and First Aid Training

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire.

Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are EHN Officers that will award the proposal and the employees which will make a recommendation:

EHN Officers:

Robert Jacob Cintron, Chair
David Stout, Vice-Chair
David Driscoll, Secretary
Michael Escamilla, MD., Trustee
Rick Myer, Ph.D., Trustee
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewiana Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO
David Baquera- COO- Addiction Services
Juan Gonzalez- CIO
Aileen Cabral- CHRO
Carol Thornburg, DO- CMO Substance Abuse
Diana Billingsley, Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RFP# 17-005

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

2

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

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

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EMERGENCE HEALTH NETWORK

Solicitation Check List

Electronic Health Record Consultant for Emergence Health Network

RFP #17-005

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to EHN by 3:00 p.m., Tuesday,
January 31, 2017.

_____ Did you visit our website (www.emergencehealthnetwork.org) for
any addendums?

_____ Did you sign the proposal?

_____ Did you sign the "Certifications Regarding Lobbying" document?

_____ Did you sign the "Conflict of Interest Questionnaire" document?

_____ Did you provide one original and an electronic copy submitted to
rfp@ehnel Paso.org of your response? Electronic copies must
reflect the original hard copy in a PDF format.