Vendor Name:



TARRANT COUNTY PURCHASING DEPARTMENT

ROB COX C.P.M., A.P.P. ASSISTANT

JACK BEACHAM, C.P.M., A.P.P. PURCHASING AGENT

RFP NO. 2012-019

REQUEST FOR PROPOSALS FOR SUBSTANCE ABUSE RESIDENTIAL TREATMENT SERVICES FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD)

PROPOSALS DUE NOVEMBER 28, 2011 2:00 P.M.

RFP NO. 2012-019

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This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.

PRE-PROPOSAL CONFERENCE

All bidders are encouraged to attend a Pre-Proposal Conference to be held:

DATE: MONDAY, NOVEMBER 14, 2011

TIME: 11:00 A.M.

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING PURCHASING DEPARTMENT CONFERENCE ROOM 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TX 76102

Persons with disabilities requiring special accommodations should contact Dianna Lee at 817-884-1143, at least two (2) days prior to the Pre-Proposal Conference.

RSVP: Vendors planning to attend the pre-proposal conference should RSVP, <u>in</u> <u>writing, via facsimile</u>, no later than 5:00 p.m., Friday, November 11, 2011.

Send RSVP'S to Dianna Lee, at (817) 884-2629.

Questions from vendors will be addressed at the pre-proposal conference. <u>Any</u> vendor who submits a proposal without attending the scheduled pre-proposal <u>conference does so at his own risk</u>. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is soliciting proposals for SUBSTANCE ABUSE RESIDENTIAL TREATMENT SERVICES to be provided to the COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD).

THE ORIGINAL AND THREE (3) COPIES

OF COMPLETED PROPOSALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76102 ON OR BEFORE NOVEMBER 28, 2011 AT 2:00 P.M.

<u>All proposals, including a "NO BID", are due in the Purchasing Department by the due date</u>, in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the respondent. If proposals are sent by mail to the Purchasing Department, the respondent shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of RFPs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by proposer/respondent guaranteeing authenticity. After the official opening, proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested respondents for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

DIANNA LEE, C.P.M., SENIOR BUYER FAX: (817) 884-2629

All documents associated with this RFP, including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted under the RFP number on the Tarrant County web site and available for download by respondents and other interested parties. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.

The deadline for receipt of <u>all</u> written questions shall be 12:00 (Noon), Fort Worth time, Tuesday, November 15, 2011. After the deadline for questions, all questions and responses will be posted under the RFP number on the Tarrant County website.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal.

This RFP is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

It is the bidders' sole responsibility to print and review all pages of the RFP document, attachments, questions and their responses, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. <u>Pricing information is not considered confidential</u>. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Tarrant County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.

"The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Tarrant County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act."

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

<u>Continuing non-performance</u> of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **<u>contract may be terminated</u>** by either party upon written thirty (30) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- 1. Proposals received after the time limit for receiving proposals.
- 2. Proposals containing any irregularities.
- 3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Vendors.
- 2. Reasonable grounds for believing that any Vendor is interested in more than one Bid for the work contemplated.
- 3. The Vendor being interested in any litigation against the County.
- 4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work which in the judgement of the County will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Respondents shall not owe delinquent property tax in Tarrant County.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful proposer/respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>Contract Terms</u>: Successful vendor(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing through August 31, 2013. At Tarrant County and CSCD's option and approval by the vendor(s), the contract(s) may be renewed for an additional one (1) year period, as further explained in Renewal Options. <u>Prices must remain firm for the entire contract</u>.
- 2. <u>Renewal Options</u>: Tarrant County and CSCD reserve the right to exercise an option to renew the contract(s) of the vendor(s) for an additional one (1) year period, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County and CSCD exercise the right in writing, the Respondent shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.
- <u>COOPERATIVE PURCHASING</u>: Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on pages 6-8; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. <u>A "NO" answer could result in complete</u> <u>rejection of proposal</u>.
 - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and <u>pricing</u> would apply?

____Yes ____No

- 1) If you, the Respondent, checked yes, the following will apply:
 - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

 b) Vendor(s) awarded contract(s) resulting from Request for Proposals (RFP) shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1.	Alamo Heights ISD
2.	Allen ISD
3.	Alvord ISD
4.	Anna Fire Department
5.	Arlington ISD
6.	Armstrong County
7.	Atascosa County
8.	Bastrop County
9.	Bethany Special Utility
9.	District
10	
10.	Bexar County
11.	Blue Ridge Fire
	Department
12.	Bosque County
13.	Branch Fire Department
14.	Brazoria County
15.	Brazos County
16.	Briar Volunteer Fire
	Department
17.	Brown County
18.	Bulverde Police
10.	Department
19.	Burnet County
20.	Cameron County
21.	Carroll ISD
22.	Carrollton-Farmers
	Branch ISD
23.	Castleberry ISD
24.	Cedar Hill ISD
25.	Chambers County
26.	City of Aledo
27.	City of Allen
28.	City of Alvord
29.	City of Amarillo
30.	City of Anna
31.	City of Arlington
32.	City of Athens
33.	City of Aubrey
34.	City of Austin
35.	City of Azle
36.	City of Balch Springs
37.	City of Bangs
38.	City of Bedford
39.	City of Benbrook
40.	City of Blue Mound
41.	City of Bovina
42.	City of Bowie
43.	City of Boyd
44.	City of Bridge City
45.	City of Bridgeport
46.	City of Brownwood

Alamo Heights ISD

1.

47.	City of Bryan
47. 48.	City of Burkburnett
40. 49.	City of Burleson
50.	City of Caddo Mills
51.	City of Carrollton
52.	City of Castle Hills
53.	City of Cedar Hill
54.	City of Cedar Park
55.	City of Celeste
56. 57.	City of Celina City of Cleburne City of Cockrell Hill
58.	
59.	City of Colleyville
60.	City of Combine
61.	City of Commerce
62.	City of Coppell
63.	City of Copperas Cove
64.	City of Corinth
65.	City of Corsicana
66.	City of Crowley
67.	City of Cumby
68.	City of Dalworthington
	Gardens
69.	City of Decatur
70.	City of Denison
71.	City of Denton
72.	City of DeSoto
73.	City of Diboll
74.	City of Duncanville
75.	City of Early
76.	City of Eastland
77.	City of El Paso
78.	City of Electra City of Emory
79.	City of Emory
80.	City of Euless
81.	City of Everman
82.	City of Farmers Branch
83.	City of Farmersville
84.	City of Ferris
85.	City of Floresville
86.	City of Forest Hill
87.	City of Forney
88.	City of Fort Worth
89.	City of Frisco
90.	City of Gainesville
91.	City of Galena Park
92.	City of Galveston
93.	City of Ganado
94.	City of Garland
95.	City of Gatesville
96.	City of Georgetown
97.	City of Glen Heights

$\begin{array}{c} 98.\\ 99.\\ 100.\\ 101.\\ 102.\\ 103.\\ 104.\\ 105.\\ 106.\\ 107.\\ 108.\\ 109.\\ 110.\\ 111.\\ 112.\\ 113.\\ 114.\\ 115.\\ 116.\\ 117.\\ 118.\\ 120.\\ 121.\\ 123.\\ 124.\\ 125.\\ 126.\\ 127.\\ 128.\\ 129.\\ 130.\\ 131.\\ 135.\\ 136.\\ 137.\\ 138.\\ 139.\\ 141.\\ 142.\\ 143.\\ 144.\\ 1$	City of Godley City of Granbury City of Grand Prairie City of Grand Saline City of Grapevine City of Greenville City of Haltom City City of Horizon City City of Hudson Oaks City of Hust City of Hust City of Hust City of Hust City of Keene City of Keller City of Lavernia City of Lavernia City of Lavernia City of Lavernia City of Lancaster City of League City City of Leauder City of Leusisville City of Little Elm City of Little Elm City of Little Field City of Little Field City of Lubbock City of Lubbock City of Lubbock City of Lubbock City of Lubbock City of Mansfield City of Mansfield City of Mansfield City of Marshall City of Merkel City of Melissa City of Melissa City of Melissa City of Merkel City of Merkel City of Mansfield City of Merkel City of Merkel City of Merkel City of Merkel City of Merkel City of Merkel City of Nacogdoches City of Nederland City of New Braunfels City of New Braunfels City of North Richland
142. 143.	City of Nederland City of New Braunfels City of North Richland
145. 146. 147.	Hills City of Odessa City of Pasadena City of Pelican Bay

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 160. 161. 163. 164. 165. 166. 167. 171. 175. 176. 177. 178. 179. 180. 181. 183. 184. 185. 186. 187. 188.	City of Pharr City of Plano City of PortIsabel City of PortIsabel City of Ralls City of Red Oak City of Red Oak City of Richardson City of Richland Hills City of River Oaks City of Roanoke City of Round Rock City of Rowlett City of Rowlett City of Royse City City of Royse City City of Sachse City of Sachse City of San Angelo City of San Marcos City of Sansom Park City of Seagoville City of Seagoville City of Sour Lake City of Sour Lake City of Southlake City of Southlake City of Southmayd City of Springtown City of Sulphur Springs City of Taft City of Temple City of Terrell City of Terrell City of Terrell City of Terrell City of Van Alstyne City of Vanaga City of Watauga City of Watauga City of Watauga City of Wastworth
189. 190. 191. 192. 193. 194. 195.	Village City of White Settlement City of Whitewright City of Wylie Clay County Clear Creek ISD Collin County Collin County
196. 197.	Community College Comal County Cooke County

198.	Coryell County
199.	Cottondale Volunteer
200	Fire Department
200. 201.	Crowley ISD
201.	Dallas County Dallas/Fort Worth
202.	International Airport
	Board
203.	Decatur ISD
204.	Denton County
205.	Denton County Fresh
	Water Supply Dist
	No. 1-A
206.	Denton ISD
207.	DeSoto ISD
208.	Diana Special Utility
	District
209.	Duncanville ISD
210.	Duval County
211.	Eagle Mountain-
212.	Saginaw ISD Ector County
212.	Education Service
210.	Center Region XI
214.	El Paso County
215.	El Paso County Hospital
	District dba University
	Medical Center of
	El Pasol
216.	Electra ISD
217.	Ellis County
218.	Erath County
219.	Everman ISD
220.	Fannin County
221. 222.	Fort Bend County Fort Worth Housing
<i>∠∠∠</i> .	Authority
223.	Fort Worth ISD
224.	Fort Worth
	Transportation Authority
225.	Freestone County
226.	Frisco ISD
227.	Grandview Police
	Department
228.	Grapevine\Colleyville
	ISD
229.	Grayson County
230.	Gregg County
231.	Hardin County
232.	Harris County
	Emergency Services District

gram	
233.	Harrison County
234.	Hays County
235.	Heart of Texas Region
200.	MHMR Center
236.	Henderson County
237.	Hood County
238.	Hopkins County
230.	Hunt County
239.	Hurst Euless Bedford
	ISD
241.	Hutchinson County
242.	Idea Public Schools
243.	Jasper County
244.	Jefferson County
245.	Jim Wells County
246.	Johnson County
247.	Johnson County Special
	Utility District
248.	Karnes County
249.	Kaufman County
250.	Kaufman ISD
251.	Kennedale ISD
252.	Kinney County
253.	Krum ISD
254.	Lake Dallas ISD
255.	Lake Worth ISD
256.	Lamb County
257.	Lampasas County
258.	Lavon Police
200.	Department
259.	Leon County
	Lewisville ISD
260.	Little Elm ISD
261.	
262.	Lowry Crossing
000	Volunteer Fire Dept.
263.	Mansfield ISD
264.	Maribel Special Utility
	District
265.	McKinney ISD
266.	McLennan County
267.	McLennan Community College
268.	MHMR of Tarrant County
269.	Midway ISD
270.	Mills County
270.	Montgomery County
271.	Montgomery County
<i>L</i> 1 <i>L</i> .	
272	Hospital District
273. 274	Nacogdoches County
274.	Nevada Volunteer Fire
	Department

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

275.	North Central Texas
	Council of Governments
276.	North Texas Municipal
	Water District
277.	Northwest ISD
278.	Nueces County
279.	Olton Police
2.0.	Department
280.	Orange County
281.	Palo Pinto County
282.	Paradise ISD
283.	Parker County
284.	Parker County
204.	Emergency Services
	District 1
285.	Potter County
286.	Public Transit Service of
200.	Mineral Wells
287.	Rancho Viejo Police
207.	Department
288.	Red River County
289.	Rockwall County
200.	Region 9 Education
230.	Service Center Wichita
291.	San Jacinto College
201.	District
292.	San Patricio County
293.	Schleicher County
294.	Senior Center Resource
-	and Public Transit, Inc.
	of Hunt County
295.	Seven Points Fire
	Rescue
296.	Sherman ISD
297.	Smith County
298.	Springtown ISD
299.	South Montgomery Fire
	Department
300.	South Texas College
301.	St. John Westside
	Volunteer Fire Dept. of
	Edgard, LA
302.	Tarrant Appraisal
	District
303.	Tarrant County 9-1-1
	Emergency Assistance
	District
304.	Tarrant County College
	District
305.	Tarrant County
	Emergency Services
	District 1

306.	Tarrant County Hospital
000.	District
307.	
307.	Tarrant County
	Workforce Development
	Board
308.	Tarrant Regional Water
	District
309.	Taylor County
310.	Texas A&M University
	at Commerce
311.	Texas Dept. of Parks &
011.	Wildlife
210	
312.	Texas Dept. of Public
	Safety
313.	Titus County
314.	Tom Green County
315.	Town of Addison
316.	Town of Argyle
317.	Town of Edgecliff
-	Village
318.	Town of Fairview
319.	Town of Flower Mound
320.	
	Town of Hickory Creek
321.	Town of Highland Park
322.	Town of Lakeside
323.	Town of Pantego
324.	Town of Ponder
325.	Town of Prosper
326.	Town of Sunnyvale
327.	Town of Westlake
328.	Town of Westover Hills
329.	Travis County
330.	Travis County
	Healthcare District
331.	Trinity River Authority
332.	United States Marshals
	Service
333.	University of North
	Texas
334.	University of North
	Texas Health Science
	Center
335.	
555.	University of Texas at
	Arlington
336.	University of Texas at
	Dallas
337.	University of Texas MD
	Anderson Cancer
	Center
338.	Upper Trinity Regional
	Water District
339.	Van Zandt County
555.	

- 340. Victoria County
- 341. Waco ISD
- 342. Walker County
- 343. Ward County
- 344. Weatherford College
- 345. Westminster Fire Dept.
- 346. Weston Volunteer Fire
 - Department
- 347. White Settlement ISD
- 348. Williamson County
- 349. Wilson County
- 350. Wise County
- 351. Wood County
- 352. Zapata County

I. STANDARD PERFORMANCE MEASURES

A. <u>Performance Measures</u>.

The VENDOR shall comply with the Performance Measures to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Any agreement between Tarrant County, CSCD and Vendor to provide substance abuse residential treatment services under the terms of this RFP will contain the following performance measures:

1. <u>Strategy 1</u>: Develop an individualized treatment plan that addresses the needs of each individual served.

Measures: One hundred (100) percent of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days in intensive out-patient programs; and within five (5) working days in supportive residential programs of an offender's arrival for treatment.

Adjustment: For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each bed day the treatment plan was late on each client.

2. <u>Strategy 2</u>: Offender's progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the offender's level of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the offender's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

3. <u>Strategy 3</u>: Each offender exiting treatment will have a discharge plan completed and forwarded to the CSCD.

Measures: One hundred percent (100%) of the offenders exiting treatment shall have a discharge plan prepared and forwarded to the CSCD within three (3) days of the Offender's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Offender that does not have a discharge plan sent to the CSCD within three (3) days of an offender's discharge.

II. STANDARD CONTRACT PROVISIONS

- A. Any agreement between Tarrant County, CSCD and Vendor to provide residential treatment services under the terms of this RFP will contain the following standard provisions:
 - 1. <u>Operational Plan</u>: The proposal submitted in response to the RFP as finally negotiated and attached as Exhibit A if this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.
 - 2. <u>DSHS Licensure</u>. A DSHS facility license for Intensive Residential and/or Supportive Residential status pursuant to the current DSHS Substance Abuse - Related Rules and all subsequent revisions has been secured and will be maintained during the term hereof. Individuals contracting with the CSCD must maintain appropriate licensure under current DSHS Substance Abuse Related Rules-and subsequent revisions. A copy of this code can be viewed at **Texas Administrative Code**, **Title 25 Health Services**, **Part 1 Department of State Health Services**, **Chapters 441-453**. VENDOR must notify CSCD within 48 hours of all DSHS licensure violations, including pending allegations.
 - 3. <u>Legal Status</u>. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
 - 4. <u>Authorization</u>. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by CSCD, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
 - 5. <u>Taxes</u>. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

- 6. <u>No Child Support Owing</u>. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.
- 7. <u>Use of Payments</u>. Not part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of CSCD or for unallowable costs set forth on Attachment A. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.
- 8. <u>Non-Discrimination</u>. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or offender on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
- 9. <u>Non-Collusion</u>. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with CSCD, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.
- 10. <u>Safety Requirements</u>. VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and current DSHS Substance Abuse Related Rules-and subsequent revisions as applicable.
- 11. <u>Health and Safety</u>. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each offender while receiving Services.
- 12. <u>Staff Training</u>. VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented.

- 13. <u>Duties and Obligations</u>. VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by CSCD in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.
- 14. <u>Visitation by State Employees</u>. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 15. <u>No Subcontractors</u>. No subcontractor may be utilized by VENDOR unless CSCD has furnished prior written approval.
- 16. <u>Placement of Offenders</u>. CSCD shall have sole authority to assign and transfer offenders to and from the facility or program and, as appropriate, may specify services for any such offenders during the term of this agreement.
- 17. <u>Confidentiality</u>. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's written consent as documented by a signed information release form. VENDOR shall notify CSCD in writing if any legal process requires disclosure of an offender's record and shall obtain written acknowledgment of same from CSCD'S Authorized Representative.
- 18. <u>Termination at Will</u>. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. CSCD'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor CSCD shall thereafter be entitled to any other compensation.
- 19. <u>Record Retention</u>. All records shall be the property of CSCD. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of

the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after CSCD has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from CSCD.

- 20. <u>Administrative Controls</u>. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 21. <u>Governing Board Responsibility</u>. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with CSCD policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 22. <u>Conflict of Interest</u>. VENDOR shall not refer offenders for additional services without prior written approval of the CSCD. VENDOR shall develop and implement written internal policies that may be reviewed by the CSCD to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 23. <u>Remuneration</u>. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.
- 24. <u>Audits</u>. VENDOR agrees to furnish CSCD and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit CSCD to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with CSCD in its performance of random or routine audits to determine the accuracy of VENDOR reports.
- 25. <u>Disclosure</u>. VENDOR is required to immediately or timely, as the case may be, disclose to CSCD and TDCJ-CJAD the following:
 - a. If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

- b. If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.
- 26. <u>Withhold Payments</u>. The CSCD may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the final date of the contact period, or at the CSCD'S option, within thirty (30) days following the CSCD'S delivery to VENDOR a notice that amounts paid are to be returned to CSCD.
- 27. <u>Accounting Records</u>. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.
- 28. <u>Payments to VENDOR</u>. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from CSCD based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Offenders served, the service provided, and the amount of time rendered with each. CSCD agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice.
- 29. <u>Discharges for Offender Absence</u>. Offenders on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.
- 30. <u>Residential Services Billed According to Midnight Strength Rule</u>. VENDORS providing contract residential services shall charge CSCD for clients according to the Midnight Strength Report.
- 31. <u>Peer or Group-Controlled Meetings</u>. The VENDOR shall not, under any circumstances, bill CSCD for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.
- 32. <u>TDCJ-CJAD Substance Abuse Standards</u>. VENDORS contracting with the CSCD for substance abuse services must comply with the TDCJ-CJAD Substance Abuse Standards. A copy of this code can be viewed at Texas Administrative Code Title 37 Public Safety and Corrections, Part 6 Texas Department of Criminal Justice, Chapter 163 Community Justice Assistance Division Standards, §163.40.

- 33. <u>TDCJ-CJAD Residential Services Standards</u>. VENDORS contracting with CSCD for either Intensive or Supportive Residential Services must comply with TDCJ-CJAD Residential Services Standards. A copy of this code can be viewed at **Texas Administrative Code Title 37 Public Safety and Corrections, Part 6 Texas Department of Criminal Justice, Chapter 163 Community Justice Assistance Division Standards, §163.39.**
- 34. <u>Specific Measures</u>. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the CSCD'S inspection records to support performance of those measures outlined in Section (?) STANDARD PERFORMANCE MEASURES, or refund CSCD the specified adjustments.
- 35. <u>Equipment</u>. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.
- 36. <u>Misspent Funds</u>. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by CSCD or designee.
- 37. <u>Other Revenues for Additional Services</u>. VENDOR may collect additional revenues from other sources only for services exceeding those requirements of this RFP.
- 38. <u>Other Revenue for Proposed Services</u>. As per Government Code Section 76.017 (e), services provided to an offender referred under Treatment Alternative to Incarceration (TAIP) are billable only if no other public or private funds are available to that offender. The prices quoted in this AGREEMENT are the full cost of treatment. Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT.
- 39. <u>Default by VENDOR</u>. Each of the following shall constitute an Event of Default on the part of VENDOR:
 - a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
 - b. A failure to maintain current DSHS Substance Abuse Related Rules and subsequent revisions;
 - c. (1) Admit in writing its inability to pay its debts;
 - (2) make a general assignment for the benefit of creditors;

- (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order,
- (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or
- (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- d. The discovery by CSCD that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
- 40. <u>Remedy of CSCD</u>. Upon the occurrence of an Event of Default by VENDOR, CSCD shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, CSCD shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Offenders; (b) suspend payment; (c) taking action to cure the Event of Default, in which case CSCD may offset against any Payments owed to VENDOR all reasonable costs incurred by CSCD in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, CSCD shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with CSCD regarding a transition to new provider of Services.
- 41. <u>Default by CSCD</u>. The following shall constitute an Event of Default on the part of CSCD: failure by CSCD to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 42. <u>Remedy of VENDOR</u>. Upon an Event of Default by CSCD, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from CSCD for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 43. <u>AGREEMENT Subject to Availability of Funds</u>. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

- 44. <u>Insurance</u>. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect CSCD and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of CSCD, the State and VENDOR with the amounts and coverage's as required by law, in accordance with the following:
 - a. Claims that may arise out of or result from VENDOR'S actions/omissions/ operations hereunder, whether such actions/omissions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - (4) Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - (6) Claims for damages based on violations of civil rights;
 - (7) Claims for damages arising from fire and lightning and other casualties.
 - b. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
 - c. Certifications/policies of insurance shall be filed with CSCD prior to execution of this AGREEMENT. VENDOR shall notify CSCD within fifteen (15) days of cancellation of any policy required herein.
 - d. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

- 45. Indemnification. VENDOR shall indemnify and save CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of CSCD, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.
- 46. Independent Contractor. VENDOR is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with CSCD pursuant hereto, and VENDOR shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.
- 47. <u>Inconsistencies</u>. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

- 48. <u>Severability</u>. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 49. <u>Prohibition Against Assignment</u>. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
- 50. <u>Law of Texas</u>. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
- 51. <u>Notices</u>. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 52. <u>Entire</u>. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

III. <u>PURPOSE</u>

It is anticipated that the Community Supervision and Corrections Department of Tarrant County (CSCD) will continue the use of Substance Abuse Residential Treatment Services as a supervision tool for offenders and as an alternative measure for sentencing, confinement and possible revocation.

- A. Vendor must have legal authority to contract for and furnish the substance abuse treatment services at issue.
 - 1. Vendor and any employed staff must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Department of State Health Services (TDSHS); and in addition Vendor and any employed staff must be otherwise legally qualified to perform the subject substance abuse treatment and other services prior to the submission of a proposal.
 - 2. Vendor and any employed staff must adhere to Texas Department of State Health Services – Substance Abuse Related Rules and TDCJ-CJAD Substance Abuse Treatment Standards.
- B. If awarded a contract, Vendor and any employed staff that will be providing services through this contract, will complete and submit a signed authorization for the CSCD to run a criminal history.
- C. Any contracts that may be awarded to Vendor related to this RFP will be for "substance abuse treatment services" only. Other educational and/or non-substance abuse services are not eligible for funding. Services such as anger

management can be included by a Vendor in treatment to the extent they are inclusive in a substance abuse treatment program, and relate to the specific issue of substance abuse.

- D. Under any contract that may be awarded related to this RFP, Vendor will be obligated to submit to the TAIP Coordinator one (1) copy each month of an itemized invoice for payment for substance abuse services provided. In addition, agencies or entities that provide substance abuse services may be required to use the forms and procedures specified by CSCD. Vendors may be required to submit billing electronically to CSCD using software provided by TDCJ-CJAD or in a format developed by CSCD.
- E. If required, Vendor at no additional cost to CSCD must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for CSCD and defendants.

IV. PROPOSAL SUBMISSION REQUIREMENTS

- A. Proposals must be typed or printed on standard (8-1/2" x 11") white paper (accompanying drawings may be on larger sheets of paper but should be kept to the smallest practical size). Pages must be numbered and a table of contents must be included in the format required by (Section IV.B) of this RFP.
- B. Each section of the proposal must be clearly designated (by using tabs) to make the information easily accessible to the viewer. All proposals shall be submitted in the following format:
 - 1. <u>Cover Sheet (see page)</u>:
 - a. RFP number;
 - b. Subject of proposal;
 - c. Name, address, phone, and fax numbers of Vendor(s);
 - d. Business form of Vendor (e.g., corporation, partnership, sole proprietorship, etc.), if applicable.
 - (1) If a corporation, include the date and state of incorporation.
 - (2) Vendor's Tax Identification Numbers.
 - (3) Names and addresses of Vendor's principal officers, directors, and/or partners.
 - (4) The name(s) and address(es) of the Vendor's insurance carrier(s), along with a statement(s) from Vendor's insurance carrier(s) that insurance as specified in the attachment to this RFP is either in force and/or available upon Vendor's request.
 - e. Facility information
 - (1) Facility Address where services will be provided
 - (2) Telephone and fax number of facility where services will be provided
 - (3) License Number, license type and capacity

- (4) Exclusions: Some people referred may have committed violent or sex offenses, or who have mental illnesses or impairments. List any exceptions to these, or any type of defendant, that is not eligible to attend
- (5) List of languages that services will be provided in.
- f. Name, title, and signature of the official authorized to execute the contract.
- 2. <u>Summary Sheet(s)</u>: brief summaries (1 to 2 pages each) of the proposal relating to:
 - a. Identification of Vendor including a brief history;
 - b. Vendor's statement of understanding of the proposal requirements;
 - c. Resources to be utilized to implement the proposal;
 - d. Specify a separate price for each type of service provided (i.e. individual counseling services and group counseling services).
 - e. Qualifications, certifications, licenses, and educational level of staff providing services;
 - f. A brief biography and complete resume of the person or persons who will operate/manage the services provided by Vendors.
 - g. Vendor's organizational chart.
- 3. <u>Vendor Operational Plan</u>: Submit a Vendor Operational Plan that shall include how the vendor will comply with or address the following:
 - a. Describe the procedure used by Vendor, and information that is necessary for a defendant to be admitted to their program/service (referral, intake, development of treatment plan, etc);
 - b. Describe and specify any diagnostic assessments by Vendor that will precede program services and/or treatment. All vendors must include an aftercare component to their program. Describe any post-program services and/or treatment assessments that will be conducted by Vendor. Describe why these particular assessments will be utilized.
 - c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Vendor. Individual Treatment Plans must be completed by the counselor collaborating with the offender within 10 working days of the offender's admission to a intensive and supportive residential treatment, and shall comply with DSHS-Substance Abuse – Related Rules and TDCJ-CJAD Substance Abuse Treatment Standards §163.40 – (m) Treatment Planning and Review, (v) Intensive Residential Treatment and (w) Supportive Residential Treatment.
 - d. Describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, and specify if open or closed groups are utilized and if the groups are gender specific.

- e. Describe program curricula or submit copy workbook utilized by VENDOR. Curricula must adhere to a "stages of change" format in compliance with TDCJ-CJAD Substance Abuse Treatment Standards §163.40 (o). All programs must incorporate, document, and verify the extent to which they utilize cognitive behavioral programming, responsivity, and "Evidence Based Practices" within their program [as specified in TDCJ-CJAD Substance Abuse Treatment Standards §163.40 (s) General Program Services Provisions especially subparagraphs (18) and (19)].
- f. Define services proposed to be provided and how the Vendor will incorporate the following elements of "Best Practices" in their treatment:
 - a treatment regimen that focuses on changing substance abuse, dependency or addiction and other criminogenic risks/needs, behaviors, and thinking patterns;
 - (2) a treatment regimen that includes a specific, cognitivebehavioral program that has been recognized in professional criminal justice journals; and
 - (3) responsivity in addressing offenders' needs and in employment of qualified staff.
- g. Describe how individual counseling sessions are provided and how counseling/therapeutic approach is utilized; specify skill development techniques utilized and goals/objectives of individual counseling. Individual sessions shall focus on the goals and objectives specified in the treatment plan objectives, and provide an insight in to the participant's progress or lack thereof. Documentation must include the treatment goal, therapeutic strategy employed, and a diagnostic impression.
- h. Describe minimum/maximum length of program participation for a defendant and the criteria for a defendant to move to the next level of treatment.
- i. Describe what criteria and processes are used by Vendor to determine when to release a client early or to request a written extension.
- j. Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial defendants that are to referred to Vendor for treatment and services (*i.e.*, homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
- k. Describe how Vendor will Monitor client participation and progress (include disciplinary and grievance procedure);
- I. Describe Minimum attendance requirements (include definitions for absences, makeup sessions, discharge, and re-admission);

- m. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to CSCD and/or supervising Community Supervision / Pre-Trial Officers.
- n. Describe communication process and frequency of communication between Vendor's program staff and CSCD and/or the supervising Community Supervision / Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if communication frequency will vary during duration of Vendor's services/treatment. Notification to department of program completion, termination or discharge;
- o. Describe the Vendor's client discharge / termination procedure (successful/unsuccessful) from the program / service being provided. Include if certificates of completion will be provided by Vendor to participants, and if so, the procedure to provide certificate to a defendant and the notification procedure to be used by Vendor to CSCD and/or supervising Community Supervision / Pre-Trial officer.
- p. Describe the Vendor's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures.
- q. Describe Vendor's client files, records, format, electronic databases, frequency of entries, etc.
- r. Specify a contingency plan for continuation of services if Vendor defaults on contract;
- s. Describe the Vendor's experience and history, if any, in working with defendants or clients who are, or were, involved with the criminal justice system in Texas or elsewhere.
- t. Provide Photostatted copies of all state and local facility licenses / certificates that apply to the services/treatment at issue, and include expiration and renewal dates.
- u. Meet quarterly performance measures (as defined on page 10 in I. Standard Performance Measures) using standard reporting format as developed by CSCD.
- 4. <u>Budget</u>:
 - a. As a part of TDCJ-CJAD's funding process, Vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days) for facility operations. Contracted vendors providing residential services must be paid on a per day basis and <u>not a flat amount per month</u>. Vendors will be paid for the number of offenders in resident at midnight; i.e., a vendor can be paid for the day a resident is admitted, but not for the day a resident is discharged.

V. REQUIRED DOCUMENT SUBMISSION

- A. Proposals shall include all information required of each Vendor in the following order:
 - 1. Required Documents (Refer to IV. Proposal Requirements)
 - 2. Facility License (Refer To IV.B.3.t)
 - 3. Insurance (Refer To II.A.44)
 - 4. Proposal Signature Form (page 33)
 - 5. Certification of Eligibility (page 34)
 - 6. Addendum Signature Form(s) (if applicable)
 - 7. Form for Disadvantaged Business Enterprises (page 32)
 - 8. HUB certification forms (if applicable)
 - 9 Deficiencies and Deviations Form (page 35)

VI. EVALUATION FACTORS

The CSCD will consider several evaluation factors, and will accept proposals from all responsible applicants. The objective of CSCD is to enter into a contract(s) with the Vendor(s) who proposes the best service at the best prices(s). In considering the proposals, CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour. An evaluation utilizing a numeric score will be used to review the proposals. The proposal review process may include a brief oral presentation by the vendor to the proposed review committee.

The evaluation factors and possible point values are as follows:

- Vendor's qualifications (e.g. Experience/Licenses/Certifications of management and staff).
- Evidence of Vendor's previous accomplishments in providing substance abuse services and treatment within the last five (5) years, and experience working with the target population.

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFP and the attachments thereto.

- Vendor's services and treatment activation plan and time frames and dates.
- Vendor's program performance measures, evaluation, and monitoring procedures.
- Other factors such as availability of multiple locations, convenience of hours or location to target population, and Vendor's ability to accept some referrals under other funding pools.

- Past performance under previous/current CSCD contracts or as an approved service provider.
- Proposed Cost 0 30 Points

VII. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:

- A. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to reject any or all proposals or portions or proposals submitted in response to this RFP. All proposals become the property of CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by a Vendor(s) or prospective Vendor(s) in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning any provision(s) of this RFP, the CSCD may adopt an interpretation(s) most advantageous to the CSCD. The CSCD may, at its discretion, request Vendor(s) to make an oral presentation to CSCD and/or its designee(s) in support of their proposals. Upon review of proposals, CSCD may select the proposal(s) which in its judgment is (are) most advantageous to the CSCD and thereupon select the Vendor(s) with whom to negotiate a contract(s). Such determination shall be solely at the discretion of the CSCD.
- B. All representations made by CSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the Community Justice Assistance Division, or the CSCD.
- C. Other departments or programs supported by the Tarrant County Purchasing Department may evaluate, for their purposes, proposals submitted in response to this RFP, and/or after an award may contract with a vendor(s) for substance abuse residential treatment services provided that:
 - 1. Each department or program shall furnish its own funding.

- 2. Each department or program shall enter into its own agreement(s) with the Vendor(s) to provide substance abuse residential treatment services and shall furnish CSCD with a copy of each agreement.
- 3. Each vendor who provides and/or enters into a contract or agreement to provide substance abuse residential treatment services to a department or program other than CSCD shall offer to CSCD the option of accepting any of the same substance abuse residential treatment services at the same terms and prices as are offered to or provided to the other department(s) or program(s).
- D. If any contract is awarded to Vendor, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the Vendor Operations Plan. Such Vendor Operations Plan will be used by CSCD in determining and evaluating the adequacy of Vendor's provision of services and contract compliance. If a formal written contract is negotiated and entered into between Vendor and CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 43-59 of the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 2011). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference.
- E. <u>No-Shows</u>: Vendor will not request payment and CSCD will not make payment to Vendor in the event a client fails to keep an appointment that CSCD has made with Vendor.
- F. Vendors receiving funding under an agreement with CSCD shall not employ a current CSCD employee on a full-time, part-time or temporary contract basis to perform services included in the agreement with CSCD.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

<u>Certified HUBs</u> includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

<u>Businesses</u> include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Tarrant County: Historically Underutilized Business Policy

<u>Statutory bid limit</u> refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 - 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - 1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 *Historically Underutilized Businesses Policy Adopted: Court Order 64788 (December 17, 1990)* Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

If your company is already certified, attach a copy of your certification to this form and return with proposal.

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO	_ FAX NO
Indicate all that apply:	

Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and a storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the proposer/respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Proposer/Respondent, nor any employee of Tarrant County, and that the contents of this proposal have not been communicated to any other proposer/respondent or to any employee of Tarrant County prior to the official opening of this RFP.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire proposal.

NAME AND ADDRESS OF COMPANY:	AUTHORIZED REPRESENTATIVE:			
	_ Signature			
	Date			
	Title			
Tel. No	FAX No			
E-Mail Address:				
AFTER HOURS EMERGENCY CONTACT:				
Name:	Tel. No			
COMPANY IS:				
Business included in a Corporate Income Tax Return?	YESNO			
Corporation organized & existing under the laws of the	e State of			
Partnership consisting of				
Individual trading as				
Principal offices are in the city of				
This form must be signed and the Original and	THREE (3) COPIES RETURNED WITH PROPOSAL			

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CERTIFICATION OF ELIGIBILITY (This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do may result in terminating this contract for default.

Authorized Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND THREE (3) COPIES RETURNED WITH PROPOSAL

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DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals and Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to Tarrant County.



THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL.

PROPOSAL COVER PAGE

RFP #	_ Subject:			
VENDOR NAME (Name as Incorpora	ited)			
STREET ADDRESS		CI	ITY ST.	ATE ZIP
List any D.B.A. or A.K.A.'S				
CONTACT PERSON		TITLE	TELEP	HONE & E-MAIL
BUSINESS FORM (Check applicable): For Profit Corporation Non-Profit Corporation Partnership Other				
State where incorporated Date of Incorporation				
TAX IDENTIFICATION #				
SPECIFIC LOCATION, LICENSE NUMBER AND LICENSE CAPACITY (copy(ies) attached), EXCLUSIONS AND WHAT LANGUAGES THAT SERVICES ARE PROVIDED IN FOR EACH FACILITY OPERATED BY VENDOR:				
Eacility Address		Facility	Exclusions	

Facility Address Telephone & Fax Numbers:	License #	Facility Capacity	Exclusions (i.e. violent, sex offender)	Languages (i.e. Spanish, English)

INSURANCE PROVIDER (copy attached): _____

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

Signature of Authorized Official

Date

Title

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND THREE (3) COPIES RETURNED WITH PROPOSAL

PROPOSAL PRICING FORM

TYPE OF SERVICE	ESTIMATED NUMBER OF HOURS	Price Per Hour	Extended Price
Intensive Residential	0 – 1,650 Days (55 referrals x 30 days)	\$Per Day	\$
Supportive Residential	0 – 3,300 Days (55 referrals x 60 days)	\$Per Day	\$
		TOTAL PRICE	\$