



COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, May 12, 2010** to be opened at the County Purchasing Office the same date for **Sex Offender Counseling for Juvenile Probation Department**.

Proposals must be in a sealed envelope and marked:
"Proposals to be opened May 12, 2010
Sex Offender Counseling for Juvenile Probation Department
RFP Number 10-033"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, May 4, 2010, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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 El Paso County 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. El Paso County

Description – RFP # 10-033 Sex Offender Counseling for Juvenile Probation Department Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

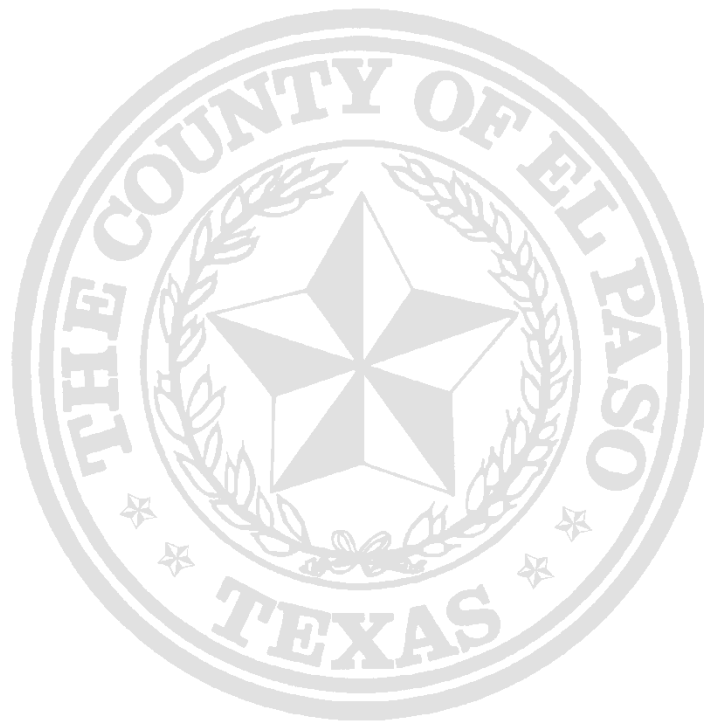
Signature

Date

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

Sex Offender Counseling for Juvenile Probation Department

RFP #10-033



**Opening Date
Wednesday, May 12, 2010**

**EL PASO COUNTY
THE JUVENILE PROBATION DEPARTMENT**

REQUEST FOR PROPOSAL

I. TREATMENT FOR JUVENILES WITH SEXUAL BEHAVIOR PROBLEMS

Purpose: To provide therapeutic services for youths adjudicated for a reportable offense and/or youths court ordered to receive therapeutic services to address sexual behavioral issues that will reduce the repeated involvement with the juvenile justice system and assist juveniles in gaining control over their sexual behavior problems, preventing further victimization, identifying and halting development of additional psychosexual problems, developing age appropriate relationships, enhancing overall functioning, mitigate other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues. Therapeutic services should focus on intervention that will modify both cognitive distortions and deviant sexual behavior to reduce the risk of reoffending as well as prevent sexually offending behaviors, enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family as well as address issues of victimization that may be prevalent. Services should also incorporate parenting skills and child behavior management strategies, facilitate a safety plan and family reunification for youths removed from their current home environments as well as facilitate appropriate linkages to natural and community resources and supports. Individual, group and family counseling sessions should incorporate best practices, promising practice strategies and/or evidence based strategies for working with adjudicated sex offenders. Therapeutic approaches and modalities should be age and developmentally appropriate for the population being served. Therapeutic strategies shall be culturally sensitive and age appropriate for youths ages 10-17. A comprehensive evaluation and sex offender assessment utilizing evidenced based tools that are reliable and valid shall be provided to referred youths and/or family units. The assessment/evaluation shall be incorporated as part of the therapeutic process to identify the youth's and/or family's level of functioning, needs and recommended services to assist the youth and/or family in meeting therapeutic goals as well as conditions of probation and/or court mandates.

Therapeutic and evaluative services must be performed directly by a Licensed Sex Offender Treatment Provider (LSOTP) and/or Affiliate Sex Offender Treatment Provider (ASOTP) who has been qualified and experienced in conducting assessments and treatment for sex offenders in accordance with the Texas Occupations Code, Chapter 110.

A. Scope of Work: Individual, group and family counseling services shall be provided to youths adjudicated of a reportable offense and/or experiencing sexual behavioral issues. Focus of services shall include arousal or impulse control, cognitive behavioral treatment to assess and modify cognitions that promote sexual deviance, sexual offense sequence and re-offense prevention, victim empathy, social skills

enhancement to increase social competencies, and enhancing primary relationships of the offender, and address co-morbid issues associated with the sexual behavioral issues. Treatment shall also include parenting skills development in which parents, legal guardians and/or family members are involved in the treatment process, issues, roles and boundaries along with safety issues and plans are discussed. Vendor shall also incorporate into the therapeutic process a system of support in which natural supports are identified to aid in the rehabilitation process and prevent recidivism. Treatment shall incorporate both cognitive/behavioral and re-offense prevention plans to reduce recidivism. Vendor shall provide a multifaceted program that is age and developmentally appropriate. Gender specific services shall also be incorporated in the treatment design as female offenders may not be treated in the same group as male offenders. Individual, group and family services shall be provided to youth that are non-developmentally delayed as well as those youth that are developmentally delayed. Vendor shall ensure that proper protocol and measures are incorporated in their service plans to address the needs of youths that are developmentally delayed. Assessments and treatment shall be tailored to meet the standards outlined in §810.67, Chapter 22 of the Texas Administrative Code. Adjunct therapies should be incorporated and identified in the vendor's scope of work outlining how treatment of these services will be applied to reduce recidivism and may include substance abuse treatment; anger and stress management, conflict resolution, values, trauma resolution, problem solving, interpersonal communication, multi-systemic therapy, polygraphs, and therapy to address co-morbid disorders.

A.1 Comprehensive Evaluation and Assessment-Non-Developmentally

Delayed Youths: Assessment standards shall adhere to §810.63, Chapter 22 of the Texas Administrative Code. Vendor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual deviant or acting out behaviors. The evaluation and assessment will serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, identify the intensity of services that will be provided as well as identify risks the juvenile may pose to the community and his/her amenability to treatment. Psychological profiles may not be used to prove or disprove an individual's propensity to act out in a sexually deviant manner. Vendor shall identify the cost per evaluation and assessment.

- a. The assessment(s) shall be age appropriate.
- b. The assessment(s) shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.

- c. The assessment(s) shall be developmentally appropriate which includes social, developmental and educational levels.
- d. The assessment(s) shall be valid.
- e. The assessment(s) shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan.
- f. Vendor is responsible for acquiring collateral information as part of the standard assessment process to include but is not limited to: intellectual, neurological and cognitive functioning; mental status; psychiatric history/hospitalization; medical history to determine sexual development; self destructive and self mutilation behaviors and suicide attempts; family history to include exposure to domestic violence; juvenile history; sex offender registration status; history of violence and aggression; educational history; abuse of animals; runaway history; cognitive distortions; impulse control; history of physical, emotional and/or sexual victimization; social and educational competence; sexual education; strengths and assets, family support, engagement in pro-social activities, substance abuse, official reports regarding instant offense; sexual history including sexual development, sexuality, experimentation, gender identify issues, masturbatory practices, fantasy content and sexual offense behaviors including a description of the offense, behaviors, number of victims, gender, age of victims, frequency, duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used and sexually deviant behavior patterns. (The Juvenile Probation Department may make available pertinent reports and documents on file for the vendor as part of the assessment process but the Juvenile Probation Department shall not be responsible for the collection and/or distribution of collateral information necessary for the vendor to adhere to standards under §810.63, Chapter 22 of the Texas Administrative Code).

A.2 Comprehensive Evaluation and Assessment - Developmentally Delayed Youths: Assessment standards shall adhere to standards outlined in §810.63 and §810.67 of the Texas Administrative Code. Vendor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual deviant or acting out behaviors. The evaluation and assessment will

serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, identify the intensity of services that will be provided as well as identify risks the juvenile may pose to the community and his/her amenability to treatment. Psychological profiles may not be used to prove or disprove an individual's propensity to act out in a sexually deviant manner. The assessment process for developmentally delayed youths shall be conducted in the context of the family and support system. Vendor shall identify the cost per evaluation and assessment.

- a. The assessment(s) shall be age appropriate.
- b. The assessment(s) shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.
- c. The assessment(s) shall be developmentally appropriate which includes social, developmental and educational levels.
- d. The assessment(s) shall be valid.
- e. The assessment(s) shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan. The LSOTP/ASOTP shall identify what efforts will be made to include and incorporate the following information: Intellectual functioning, level of planning of the adjudicated offense, expressive and receptive language, social judgment, adaptive skills and moral reasoning, sex education and sexual history, adaptive behavior, criminal history, attention deficit, ability to function in groups, support systems, environmental and/or contextual factors that contribute to or maintain the behavior, history of physical, emotional and/or sexual victimization.
- f. Vendor is responsible for acquiring collateral information as part of the standard assessment process to include but is not limited to: intellectual, neurological and cognitive functioning; mental status; psychiatric history/hospitalization; medical history to determine sexual development; self destructive and self mutilation behaviors and suicide attempts; family history to include exposure to domestic violence; juvenile history; sex offender registration status; history of violence and aggression; educational history; abuse of animals; runaway history; cognitive distortions; impulse control; history of physical, emotional and/or sexual victimization;

social and educational competence; sexual education; strengths and assets, family support, engagement in pro-social activities, substance abuse, official reports regarding instant offense; sexual history including sexual development, sexuality, experimentation, gender identify issues, masturbatory practices, fantasy content, deviant sexual interests and sexual offense behaviors including a description of the offense, behaviors, number of victims, gender, age of victims, frequency, duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used and sexually deviant behavior patterns. Assessment shall also identify the extent of denial and cognitive distortions, developmental history, and history of substance abuse. (The Juvenile Probation Department may make available pertinent reports and documents on file for the vendor as part of the assessment process but the Juvenile Probation Department shall not be responsible for the collection and/or distribution of collateral information necessary for the vendor to adhere to standards under §810.63, Chapter 22 of the Texas Administrative Code).

A.3 Treatment Plan: Treatment plan shall be individualized and shall identify issues, intervention strategies and goals that are objective, quantifiable and measureable. The treatment plan shall be strength based, and developed in conjunction with the juvenile, the juvenile's parent and/or guardian and the assigned juvenile probation officer. Evidence based and/or best practices treatment modalities shall be utilized and incorporated into the treatment plan design. The plan should identify short and long term goals. The plan shall be updated every six months and a gradual and commensurate adjustment of interventions shall be identified in the plan. In developing the initial treatment plan some degree of denial shall not preclude a youth from entering treatment, but shall be incorporated into the plan with a recommendation to identify the most appropriate course of treatment. **Treatment plans for developmentally delayed youths shall incorporate all the aforementioned elements with the addition that modalities, interventions and strategies shall be tailored to address learning limitations and special issues associated with their limited cognitive functions. Treatment and goals shall be appropriate to developmental capacity, level of comprehension and ability to integrate treatment components.** A multidisciplinary approach shall be utilized for both non-developmentally delayed and developmentally delayed youths.

A.4 Monthly Progress Report: Monthly progress reports shall identify progress and/or lack of progress based on a clearly specific objective criteria, refusal or failure to attend or participate in treatment, failing to

abide by the treatment plan or any disclosures regarding violations of probation and/or court order shall be clearly documented in the treatment records. Information regarding violations shall be provided and communicated to the supervising officer with the Juvenile Probation Department. The monthly progress report shall also include identification of goal completion and/or or failure to meet identified goals. The monthly report shall identify strategies and interventions that will be utilized to address issues of non-compliance or inability to obtain outlined goals as well as modifications and/or gradual adjustments of interventions when goals are met.

A.5 Discharge Plan: Vendor shall provide a discharge plan within 10 days from the youth's completion of services. The Discharge Plan must identify if the discharge is successful or unsuccessful. Determination of discharge type (Success/unsuccessful) shall be based on objective, quantified and measurable outcomes. The Discharge Plan shall include a summary of goals met/unmet as well as identify what community linkage and/or natural supports have been developed to sustain success. The Discharge plan shall also incorporate a safety plan for reunification if applicable as well as identify a recommendation for or against the need to have the juvenile registered as a sex offender. The discharge plan must be typed and include the provider's, youth's and parent's/legal guardian's signature.

II. INDIVIDUAL, FAMILY AND GROUP COUNSELING SERVICES:

- A. Individual sessions** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASOTP). Services shall be provided in the youth's and/or family's language of literacy. Cost per counseling one (1) hour per person.
- B. Family sessions** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASOTP). Sessions shall not exceed one (1) hour and must be sensitive to the family's culture, language of literacy and understanding, ethnicity, sexual orientation, medical condition, educational and developmental levels that may be identified. Sessions shall include the juvenile, parent(s), legal guardian(s), sibling(s) and significant others. Cost per counseling for one (1) per family. Services shall be provided in the youth's and/or family's language of literacy. Cost per counseling one (1) hour per family.
- C. Parent group session** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASOTP). Services shall be provided in the parents'/legal guardians' language of literacy. Parenting group shall not exceed a maximum of eight (8) pairs (parents, guardians and/or caregivers) in group and sessions must

be 1 ½ hours. Group sessions for parents, guardians, and caregiver participants referred by the Juvenile Probation Department shall not be comingled with parents, guardians and/or caregivers from any other outside agencies. Cost per parenting session 1 ½ hours per pair.

- D. Non- developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider. A maximum of 10 persons in group that consists of non- developmentally delayed juveniles based on psychological evaluation and/or evaluation conducted by the provider. Sessions shall not exceed 1 ½ hours and must be provided in the juvenile's language of literacy and be sensitive to the juvenile's ethnicity, culture, development, sexual orientation, gender, medical and/or educational issues. Groups shall be gender specific. Group counseling sessions for youths referred by the Juvenile Probation Department shall not be comingled with any other outside agencies or individuals. Cost per group session for 1 ½ hours per person.

- E. Developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider. A maximum of eight (8) persons in group that consists of developmentally delayed juveniles based on psychological evaluation and/or evaluation conducted by the provider. Sessions shall not exceed 60 minutes and must be provided in the juvenile's language of literacy and be sensitive to the juvenile's ethnicity, culture, development, sexual orientation, gender, medical and/or educational issues. Groups shall be gender specific. Group counseling sessions for youths referred by the Juvenile Probation Department shall not be comingled with any other outside agencies or individuals. Cost per group session for 1 hour per person.

III. ADJUNCT SERVICES

- A. Polygraph examinations-** The polygraph may be used as an intervention to aid in breaking down denial, facilitating accountability and promoting change in the therapeutic process. Four (4) types of polygraph examinations may occur throughout the juvenile's course of treatment:
 - 1. Instant Offense Disclosure
 - 2. Sexual History Disclosure
 - 3. Maintenance Test and
 - 4. Monitoring Test.

Should treatment incorporate the use of a polygraph exam, the exam must be administered on a voluntary basis and adhere to the guidelines established by the Joint Polygraph Committee on Offender Testing

(JPCOT). Polygraph exams may only be administered by an examiner that holds a current, original Texas Polygraph Examiners License in accordance to the Texas Polygraph Examiners Act that is in good standing.

The Licensed Sex Offender Treatment Provider shall be responsible for preparing a juvenile for any polygraph exam. A sexual history polygraph shall include all aspects of the juvenile's sexual behavior, victim lists that occurred prior to the offense of conviction. The Licensed Sex Offender Treatment Provider shall obtain the official offense report and ensure that the polygraph examiner has the official report in order to administer the instant offense polygraph exam. The Licensed Sex Offender Treatment Provider shall also obtain informed consent and ensure that the polygraph is administered on a voluntary basis and shall also recognize that the polygraph examiner is the authority in determining if a polygraph examination is appropriate.

- B. Therapeutic Services-** therapeutic services that will reduce the repeated involvement with the juvenile justice system and mitigate other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues. Therapeutic services should focus on intervention that will enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family. Adjunct therapeutic services may include: substance abuse services, anger, stress management, social skills, sex education, etc. Services should also incorporate strategies to facilitate appropriate linkages to natural and community resources and supports. Adjunct therapeutic approaches shall incorporate best practice and/or evidence based strategies such as Cognitive Behavioral Therapy, Behavioral Therapy, Psychodynamic psychotherapy and Psycho-educational approaches, Adolescent Community Reinforcement Approach, Brief Strategic Family Therapy, etc. Therapeutic strategies shall be culturally sensitive and age appropriate for youths ages 10-17.

IV. OTHER REQUIREMENTS

Juvenile sex offender assessments must be typed and submitted to the Juvenile Probation Department within three (3) working days from date of completion.

Treatment plans shall be typed, individualized, reviewed and updated at least every six months. Treatment plans shall identify specific treatment needs, objectives and required interventions. Treatment plan shall be developed in conjunction with the juvenile, the juvenile's parent/guardian and the juvenile probation officer. Treatment plan shall be signed by the therapist, juvenile and the juvenile's parent/guardian. Plans

shall be submitted to the Juvenile Probation Officer within five (5) working days from date of development and/or revision.

Vendor must provide a typed monthly progress report along with billing and/or when requested at any time by the Juvenile Probation Officer and/or the Court. The progress note shall identify progress or lack of progress based on clearly specified objectives, refusal or failure to attend or participate in treatment, failing to abide by the developed treatment plan and/or contract and any disclosures regarding violations of supervision shall be clearly documented in the treatment record and progress report. An action plan shall be provided for any area(s) in which the juvenile is not progressing. Progress or lack of progress "must be based on specific measurable objectives, observable changes and the demonstrated ability to apply changes in the current situation. " The information shall be provided and communicated to the supervising juvenile probation according to the Department's policy and/or pursuant to the court order.

Discharge Summary must be typed and submitted to the Juvenile Probation Department within ten (10) working days from date of discharge. Discharge summary must be signed by the therapist, juvenile, parent and/or guardian. Discharge summary shall include post assessment scores as well as a recommendation regarding the need to register.

The Vendor must be available to communicate and staff cases with the supervising Juvenile Probation Officer on a regular basis.

Vendor must provide services in the language of literacy and understanding of the juvenile and/or family members.

A Vendor may be called to testify in a Court of Law at no additional cost to the Juvenile Probation Department.

Vendor will also provide a recommendation for sex offender registration.

The vendor will also provide a one (1) hour class a minimum of four (4) times a year in coordination with the El Paso County Juvenile Probation Department's training coordinator to explain the evaluation process, outcomes of psychological evaluations and/or mental disorders; how a diagnosis is determined and/or treatment practices.

V. COST

Cost per Juvenile sex offender evaluation and assessment. The Vendor will bill a one-time fee for the sex offender assessment and evaluation performed, regardless of the number of appointments needed to complete the assessment and evaluation. A typed and signed copy of the sex offender evaluation shall be provided to the Juvenile Probation Department whether the Vendor is paid through the Juvenile Probation Department, private insurance, CHIP, Medicaid or any other funding source.

Individual Session: Cost per hour per person for sex offender specific treatment.

Adjunct Services: Cost per person per hour (must identify specific adjunct services that the Vendor will provide).

Family Session: Cost per counseling one (1) hour per family.

Non Developmentally Delayed Juvenile Group Session: Cost per group counseling per 1 ½ hours per juvenile (A group shall be comprised of two or more youths but shall not exceed a ratio of 10:1).

Developmentally Delayed Juvenile Group Session: Cost per group counseling per one (1) hour per developmentally delayed juvenile (A group shall be comprised of two or more youths but shall not exceed a ratio of 8:1).

Parent Group Session: Cost per counseling 1 ½ hours per pair. Maximum of eight (8) pairs (1-2 parents/guardians/caregivers) per group.

Case staffing with the family and/or Juvenile Probation Department personnel will be at no cost.

Cost to include all typed and signed documentation and/or reports to the Juvenile Probation Department.

Administrative expenses and communications with family, school, or referral source, or other agencies are considered part of the cost per counseling hour and may not be billed as a separate cost.

The Department shall not be financially responsible for missed appointments.

All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Probation Commission.

VI. MEASUREMENT OF PROGRAM OUTCOME

Vendor will be responsible for submitting to the Juvenile Probation Department on a quarterly basis the following statistical data:

- Comprehensive listing of juveniles referred for services to include:
- Juvenile's name, date of birth and docket number

- Name of referring juvenile probation officer
- Number of successful discharges
- Number of unsuccessful discharges
- Number of youths placed outside of the home
- Identification if service was provided in English or Spanish
- Number of times and date(s) called to testify

Vendor will be responsible for submitting to the Juvenile Probation Department on an annual basis the following statistical data:

- Number of youths completing treatment within six (6) months
- Number of youths completing treatment within nine (9) months
- Number of youths completing treatment within 12 months
- Number of youths completing treatment within 24 months

The following is for all services mentioned above:

GENERAL:

The services requested shall be provided for a period of one (1) year, and the County shall have the option to renew this agreement for two one year terms upon the same terms and conditions contained in this agreement by providing written notice to the vendor.

LEGAL:

Vendor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be (1) with an insurance company licensed to do business in Texas and (2) shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board, its officers and employees as additional insureds. El Paso County shall be given at least thirty days advanced written notice of any lapse, amendment or cancellation. **A copy of the insurance certificate should be included in the bid package.**

Vendor shall defend, indemnify and hold harmless El Paso County and the El Paso County Juvenile Board, their officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of vendor, its agents, employees, or sub vendors. Vendor shall pay any and all damages assessed against El Paso County and the El Paso County Juvenile Board, their officers, agents or employees, arising out of such negligence or intentional acts.

Vendor shall maintain at vendor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County and the El Paso County Juvenile Board, their officers, employees as additional insureds and shall provide that the County shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation. **A copy of the insurance certificate should be included in the bid package.**

Vendor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, in order to allow the Juvenile Probation Department to perform the criminal records check and Sex offender background check, as well as Sex Offender Background search through the Texas Department of Public Safety.

Vendor warrants that vendor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the vendor. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.

This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Vendor shall have no cause of action against Juvenile Probation Department in the event Juvenile Probation Department is unable to perform its obligations pursuant to this agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Juvenile Probation Department.

Nothing contained herein shall be construed as creating the relationship of employer and employee between the Juvenile Probation Department and the vendor. The vendor shall be deemed at all times to be an independent contractor.

Vendor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Juvenile Probation Department.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Vendor must be familiar with Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.

Vendor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

FINANCIAL INFORMATION

Provide information as requested in the cost section in the Request for Proposal.

Vendor shall submit claims on invoices bearing vendor's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where vendor can be reached during normal business hours. Vendors invoice must indicate an invoice number and contract number, juvenile's and/or parent(s) name, type of service and related cost. Invoices for juvenile's services must be submitted separately from parent services. Copy of the monthly progress report, treatment plan, discharge plan, family and group session sign in sheets, evaluation and assessment must be submitted with invoice as supporting documentation to include provider signatures. If the report/documentation is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.

Vendor shall establish procedures to and shall seek reimbursement and bill payment for covered services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. Vendor shall not bill Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. Vendor is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. In the event Vendor is later paid for the rendered service by any other funding source, Vendor shall reimburse all amounts to the Juvenile Probation Department for the rendered service within 30 days of receiving such payment. Vendor shall not supplement the contracted rate with Medicaid reimbursement or any other

reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the vendor should be included in the bid package.

Vendor shall submit through electronic notification (i.e. e-mail or fax) identified services and dates of service needed on a monthly basis. Based on information submitted by Vendor, the Juvenile Probation Department employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation Department and received by the contractor prior to services being rendered. Failure to do so will result in the vendor absorbing the cost for services not approved. Vendor is required to designate an e-mail address or fax number of where the authorization of service contract must be submitted by the Juvenile Probation Department.

Vendor must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called records.

Vendor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contracted period. If any litigation claim or audit involving these records commences before the three year period expires, the Vendor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

Under §231.006, Texas Family Code, the vendor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.

Vendor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

Vendor shall maintain separate accounting records designating receipt and expenditure of State Funds received. Vendor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA.) Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by sub vendors through vendor and the requirement to cooperate is included in any subcontract it awards

Vendor shall provide semi-annual, as well as, annual financial statements to include but are not limited to the following:

Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by vendor; or

Independent Audit or Review (prepared in accordance with GAAP) based on vendor's fiscal year. Vendor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the vendor's financial year-end.

The Juvenile Probation Department receives an invoice from the vendor. The department will verify the services performed by the vendor through the department's Authorization for Service request and the monthly progress report. The department will then process the invoice for payment through the County Auditor's Office. The County Auditor's Office will verify all supporting documentation and generate a check for the vendor. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Vendor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received. The County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the vendor. The County of El Paso shall make payments within thirty- (30) days of receipt to County entity.

SANCTIONS: Juvenile Probation Department shall conduct monitoring and evaluation of the performances of the vendor or any sub vendor rendered pursuant to the Contract every six months through use of the Private Vendor Contractual Monitors and Evaluation Report. Juvenile Probation Department will notify the vendor in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring.

As determined in the reasonable judgment of the Juvenile Probation Department, failure of vendor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes of failure of the vendor to properly administer subcontracts and take appropriate corrective action in the event of violations by sub vendors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments. Vendor may be ineligible to receive future contracts.

Vendor may terminate this agreement without cause by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event vendor fails to comply with any provision of this agreement. Vendor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

VII. PROPOSAL FORMAT

Each applicant may submit one proposal. The proposal must be submitted as an original plus four (4) copies as stated in the PROPOSAL SUBMISSION section.

Application materials could accidentally get out of order when being processed, thus every sheet of the proposal must have a page number. It is also requested that pages be numbered consecutively from beginning to end (for example, page 1 for the Cover Page, page 2 for Letter of Transmittal, page 3 for the Table of Contents, etc.). Any appendices should be labeled and separated from the narrative and budget section, and the page numbers should be continued in the sequence.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Cover Page
- b) Letter of transmittal
- c) Table of Contents
- d) Proposal Narrative
- e) Cost
- f) Application Forms & Certifications

Within each section of the proposal, applicants should address the items in the order in which they appear in the RFP. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. All material submitted in response to this RFP becomes the property of El Paso County.

A. COVER PAGE

Each proposal must have the Proposal Schedule form as the cover page.

The cover page must:

- Identify the RFP (i.e., Proposal for the El Paso County Juvenile Probation Psychological Services);
- Identify the applicant organization;
- Identify the applicant organization's contact person,
- Identify the applicant organization's address, phone, FAX, and
- Indicate the date of the proposal.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal.

The Letter of Transmittal must:

Identify the applicant organization and contact person;

Identify the name and title of the person authorized by the organization to contractually obligate the organization;

Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.). Include federal tax number

Identify the name, title, telephone and FAX number of the person to be contacted for clarification;

Explicitly indicate acceptance of all requirements of the RFP;

be signed by the person authorized to contractually obligate the organization; acknowledge receipt of any and all amendments to this RFP; and must be on official business letterhead.

C. TABLE OF CONTENTS

Immediately following the letter of transmittal, the applicant is required to provide a Table of Content that identifies all subsequent sections and pages.

D. PROPOSAL NARRATIVE

1. Describe your organization's qualifications and experience in providing treatment for juveniles with sexual behavior problems, sex offender evaluations for adolescents and adjunct services for youths involved in the juvenile justice system and/or high risk adolescent offenders in Texas under this RFP's SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
 - a. Familiarity with the Texas Family Code and procedure pertaining to the juvenile justice system and the juvenile probation department;
 - b. Related judicial entities working with the juvenile delinquent population (for example: public defenders, county attorneys, juvenile court judges, drug court administrators and judges);
 - c. Familiarity with dual diagnosis adolescents
 - d. Familiarity with working with juveniles with sexual behavior problems
 - e. Familiarity with working with victims of reportable offenses
 - f. Application of therapeutic modalities for youths with sexual behavioral problems
 - g. Familiarity with working with developmentally delayed youths
 - h. Familiarity with various clinical assessments and sex offender evaluations and assessment instruments.
 - i. Providing services in the juvenile's primary language.

3. Provide in detail how the organization will address, incorporate and coordinate all the components of the Request For Proposal's purpose of service to include:
 - a. Psychological evaluations
 - b. Psychometric testing
 - c. Services recommendation and knowledge of community resources
4. Identify the psychologist(s) and/or psychological associate(s) that will conduct the evaluations, their qualifications and experience in providing this type of service. If applicable identify any other professional staff and their qualifications and experience.

E. COST

- Cost per Juvenile sex offender evaluation and assessment.
- Adjunct Services: Cost per person per hour (must identify specific adjunct services that the Vendor will provide).
- A cost per therapeutic individual session by a Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist must be submitted to include all requirements of section **II. Individual, Family and Group Counseling Services** on page 9 and **V. Cost** on page 12 of this RFP.
- A cost per therapeutic family session by a Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist must be submitted to include all requirements of section **II. Individual, Family and Group Counseling Services** on page 9 and **V. Cost** on page 12 of this RFP.
- A cost per therapeutic parent group by a Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist must be submitted to include all requirements of section **II. Individual, Family and Group Counseling Services** on page 9 and **V. Cost** on page 12 of this RFP.
- A cost per therapeutic non-developmentally delayed juvenile group by a Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist must be submitted to include all requirements of section **II. Individual, Family and Group Counseling Services** on page 9 and **V. Cost** on page 12 of this RFP.

- A cost per therapeutic developmentally delayed juvenile group by a Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist must be submitted to include all requirements of section **II. Individual, Family and Group Counseling Services** on page 9 and **V. Cost** on page 12 of this RFP.

A list of insurance companies, both public (such as Medicaid, CHIP, Champus) and private, accepted by the vendor.

F. REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL:

1. Sex Offender Assessment and evaluation instrument(s)
2. Sample treatment plan
3. Sample monthly progress report
4. Sample discharge plan
5. List of test and instruments that will be used during the assessment/evaluation process
6. Copies of LSOTP(s)/ ASOTP(s) license(s)
7. Copies of Polygraph Examiner(s) license(s)-if applicable
8. A list of all medical insurance companies, both public (such as Medicaid, CHIP, CHAMPUS) or private insurance, accepted by the vendor.

PROPOSAL EVALUATION

A representative from the El Paso County Purchasing Department will open the proposals immediately after the deadline and will record them. A representative for the El Paso County Juvenile Probation Department will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of the RFP. The El Paso County Juvenile Probation Department administrator will review all proposals and evaluate each according to the evaluation criteria.

The contents of any proposal shall be kept confidential during the evaluation process.

All proposals received by the El Paso County Purchasing Department on or before the submission deadline shall become the property of the El Paso County Juvenile Probation Department and shall not be returned to the applicant. The El Paso County Juvenile Probation Department shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

The El Paso County Juvenile Probation Department administrators shall evaluate each proposal using the following weighted criteria. It is important that proposals address each item in sufficient detail to provide the best possible evaluation:

Proposal Narrative:

Qualifications and Experience of LSOTP/ASOTP Ability to provide adjunct services, experience with Various treatment modalities, application of best practices, evidence based programs, etc. (LSOTP Preferred)	30%
Financial Information- Ability to bill other funding sources (i.e. Medicaid, CHIPs, private insurance, etc.)	20%
Qualifications of and Experience of Organization (Non-Profit community based or For Profit community based, years in practice, experience with community agencies, etc.)	20%
Experience working with Juvenile Justice System	20%
Experience working with Courts	10%

PROPOSAL SUBMISSION

The original plus four (4) copies of an applicant’s proposal must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the Request for Proposal package no later than **Wednesday, May 12, 2010**, at 2:00 p.m. Mountain Daylight Savings Time. A representative at the Purchasing Department will date-stamp and time-stamp every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location until the due date and time.

The applicant’s original proposal must be unbound with no staples, paper clips, fasteners, or heavy or lightweight paper stock within the document itself. It may be necessary to reproduce the original application to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items include anything stapled, folded, pasted, or in a size other than 8 ½” x 11” on white paper and heavy or lightweight paper which could disable the photocopy machine and/or become destroyed. Odd sized attachments of any kind will not be copied or sent to reviewers. Excessive or oversized material, e.g., posters, videotapes, audiotape, or CDs should not be included. Documents may be photo-reduced or have type closer than 15 characters per inch. Furthermore, only one side of each page should have printing.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (3) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland
ROOM 300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LINDA MENA, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.

12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. 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. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #10-033, Sex Offender Counseling for Juvenile Probation Department

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Anthony Cobos
Commissioner Anna Perez
Commissioner Veronica Escobar
Commissioner Willie Gandara, Jr.
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Mena, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Roger Martinez, Chief
Marc Marquez, Deputy Chief of Juvenile Justice Services
Lorena Heredia, Deputy Chief of Finance & Operations
Kitty Schild, General Counsel
Kim Shumate, Director of Probations Services
Robert Hart, Clinical Therapist
Angelique Gaxiola, Account
Pat Soto, Senior Probation Officer
Monique Hatten, Probation Officer
Sheryl Green, Probation Officer
Sylvia Spivey, Probation Officer
Renee Mora, Probation Officer

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND
ROOM 300, EL PASO TEXAS 79901
(915)546-2048, FAX (915)546-8180

Instructions: Conflict of Interest Form (CIQ)

- **Please complete CIQ Form whether or not a conflict exists.**
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at www.epcounty.com, click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Linda Mena or Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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 # 10-033

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

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
- (A) a member of the governing body of a local governmental entity; or
 - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

**Sex Offender Counseling for Juvenile Probation Department
RFP #10-033**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, May 12, 2010. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?

_____ Did you sign the “Consideration of Insurance Benefits” form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and four (4) copies of your response?
