



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., Thursday, February 11, 2016 to be opened at the County Purchasing Office the same date for Adolescent Sexual Behavior Therapy for the Juvenile Probation Department.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, February 11, 2016
Adolescent Sexual Behavior Therapy for the Juvenile Probation Department
RFP Number 16-004**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Wednesday, February 3, 2016, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com ;Bids and more.

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.

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.

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

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| RFP # 16-004 Adolescent Sexual Behavior Therapy for the 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 three (3) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy. |

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to 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

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED*****

Adolescent Sexual Behavior Therapy for the Juvenile Probation Department

RFP # 16-004



**Opening Date
Thursday, February 11, 2016**

I. TREATMENT FOR JUVENILES WITH SEXUAL BEHAVIOR PROBLEMS

INTRODUCTION

The El Paso County Juvenile Probation Department “JPD” is seeking proposals from qualified individuals/companies to provide therapeutic services for youth adjudicated for a reportable offense and/or youth court ordered to receive therapeutic services to address sexual behavioral issues that will reduce the repeated involvement with the juvenile justice system. The County is seeking to award a three (3) year contract with the option to renew for two (2) additional years, upon mutual consent of both parties. **The County may award one (1) or more contracts to qualified individuals or companies.**

DEFINITIONS

- 1) “JPD” or “County” – The El Paso County Juvenile Probation Department, its employees, and other County employees that may be involved in conducting this procurement.
- 2) “Proposer” – The individual(s) or company responding to this Request For Proposal. Proposer shall include assigned staff of the company (Licensed Sex Offender Treatment Provider (LSOTP) and/or Affiliate Sex Offender Treatment Provider (ASOTP)).

MINIMUM QUALIFICATIONS

Proposed staff shall be appropriately licensed in the State of Texas to perform the services listed in this RFP.

- a) 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. Proposer will submit copies of licenses with proposal.
- b) Proposer warrants that it is certified, approved or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed by the proposer. Proposer will submit certification, approval or licenses with proposal.

SCOPE OF WORK

Proposer shall 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 behaviors 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 youth 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 youth ages 10-17. A comprehensive evaluation and sex offender assessment utilizing evidenced based tools that are reliable and valid shall be provided to referred youth 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.

Purpose: Individual, group and family counseling services shall be provided to youth 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. Proposer 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. Proposer 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. Proposer 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 proposer'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.

- 1. Comprehensive Evaluation and Assessment-Non-Developmentally Delayed Youths:** Assessment standards shall adhere to §810.63, Chapter 22 of the Texas Administrative Code. Proposer 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. Proposer 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. Assessment shall be conducted by a LSOTP/ASOTP
- f. Proposer is responsible for acquiring collateral information (Social History, Medical Records, Financial Assessment, TDFPS records, HHS records, mental health, treatment, counseling and psychiatric records, education/school records, criminal investigation reports, TJJD records, probation records, police report regarding referred offense, and victim statement(s)) 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 proposer 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 proposer to adhere to standards under §810.63, Chapter 22 of the Texas Administrative Code).

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. Proposer 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 shall include the youth's current level of functioning and developmental history as well as appropriateness for group services.

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.

Proposer 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. Proposer is responsible for acquiring collateral information (current level of functioning: intellectual, neurological, cognitive, and behavior functioning; level of planning the crime of conviction; 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 (Department of Aging and Disabilities and/or Department of State Health Services-Behavioral and Community Mental Health agency involvement, family involvement, social involvement); environmental or contextual factors that contribute to or maintain the behavior; and history of physical, emotional and/or sexual victimization. Official documents concerning the instant sexual offense report/offense description: age and relation to the victim(s); details of the offense; past criminal behavior and/or sexually inappropriate behavior; sexual history and deviant sexual interest; and the extent of denial and cognitive distortions. Pertinent history: developmental history; family, marital, relationship, and personal background; past criminal behavior and/or sexually inappropriate behavior; sexual history and deviant sexual interest; and the extent of denial and cognitive distortions. Medical, psychological and/or psychiatric/hospitalization history; educational history; occupational history; substance use or abuse; self-destructive behaviors, self-mutilation, and suicide attempts; and history of truancy, fire-setting, abuse of animals, and running away.) 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 proposer 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 proposer to adhere to standards under §810.63, Chapter 22 of the Texas Administrative Code).

3. Treatment Plan: Proposer shall provide a Treatment plan that shall be individualized and shall identify issues, intervention strategies and goals that are objective, quantifiable and measurable.

- 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.
- Treatment plan shall identify specific treatment needs, objectives and required interventions.
- The treatment plan should identify short and long term goals.
- The treatment plan shall be updated every six (6) 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.

4. Monthly Progress Report: Proposer shall submit Monthly progress reports that:

- specify number and type of counseling sessions required,
- 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 developed treatment plan or any disclosures regarding violations of probation and/or court order shall be clearly documented in the treatment records and progress report.
- 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.
- 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 officer according to the Department’s policy and/or pursuant to the court order.

5. Discharge Plan: Proposer shall submit a Discharge Plan that identifies if the discharge is successful or unsuccessful. Determination of discharge type (successful/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.
- Discharge summary shall include post assessment scores as well as a recommendation regarding the need to register.

II. INDIVIDUAL, FAMILY AND GROUP COUNSELING SERVICES

Therapy services may be held at the proposer’s place of business, at the juvenile probation department, or the youth and/or family residence.

- A. Individual 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 shall be provided in the youth’s and/or family’s language of literacy and be sensitive to the juvenile’s ethnicity, culture, development, sexual orientation, gender, medical and/or educational issues.
- 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.
- 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 be comprised of two (2) pairs and not exceed a maximum of eight (8) pairs of parents, guardians and/or caregivers. Sessions must be one (1) hour and must be sensitive to the parent’s culture, language of literacy and understanding, ethnicity, sexual orientation, medical condition, educational and developmental levels that may be identified. Group sessions for parents, guardians, and caregiver participants referred by the Juvenile Probation Department shall not be co-mingled with parents, guardians and/or caregivers from any other outside agencies.

- D. **Non- developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP). A group shall be comprised of two (2) and a maximum of ten (10) persons in group that consists of non- developmentally delayed juveniles based on psychological evaluation and/or evaluation conducted by the provider. Sessions must be one (1) hour 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.
- E. **Developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP). A group shall be comprised of two (2) and 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 one (1) hour 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.

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 and/or Affiliate 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 and/or Affiliate 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-** Proposer shall provide 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

- A. Upon referral for assessment and/or services from JPD, the proposer shall make attempts to schedule the youth and/or family for the comprehensive assessment and/or services. Assessment date shall be within five (5) business days from date contact was made with youth and/or family. If appointment cannot be scheduled with the referred youth, proposer shall contact the Probation Officer and the Contract Coordinator within five days of referral identifying why the referral was not accepted and/or attempts to schedule the youth and/or family.
- B. Comprehensive Evaluation and Assessment must be typed and submitted to the Juvenile Probation Department's Contract Coordinator within ten (10) working days from date of completion.
- C. Treatment plan must be typed and signed by the therapist, juvenile and the juvenile's parent/guardian and submitted to the Juvenile Probation Department's Contract Coordinator within thirty (30) working days from date of development and/or revision.
- D. Monthly progress report must be typed and signed by the therapist, juvenile and the juvenile's parent/guardian and submitted to the Juvenile Probation Department's Contract Coordinator no later than ten (10) working days from the last day of the month in which services were rendered and/or when requested at any time by the Juvenile Probation Officer and/or the Court.

- E. Discharge Summary must be typed, signed by the therapist, juvenile, parent and/or guardian and submitted to the Juvenile Probation Department's Contract Coordinator within ten (10) working days from date of discharge.
- F. All documents shall be provided to the Juvenile Probation Department whether the Proposer is paid through the Juvenile Probation Department, private insurance, CHIP, Medicaid or any other funding source. Failure to provide the specified reports within the time specified shall constitute a breach of contract.
- G. The Proposer must be available to communicate and staff cases with the supervising juvenile probation officer on a regular basis. The Proposer shall make themselves available to staff cases with juvenile probation officers on a monthly basis to ensure treatment goals are being met as well as to identify objectives the Department may follow through on to ensure the youth's success in treatment.
- H. Proposer must provide services in the language of literacy and understanding of the juvenile and/or family members.
- I. A proposer may be called to testify in a court of law at no additional cost to El Paso County or the El Paso County Juvenile Probation Department to substantiate and/or clarify recommendations, services provided and/or diagnosis made.
- J. Proposer will also provide a recommendation for sex offender registration.
- K. The selected proposer will be required to attend state mandated training, 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. Proposer shall provide proof of completion of the mandated training, or if not shall attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.
- L. The Juvenile Probation Department shall not be financially responsible for missed appointments.

V. MEASUREMENT OF PROGRAM OUTCOME

- A. On a quarterly basis, Proposer will be responsible for submitting to the Juvenile Probation Department's Contract Coordinator the following statistical data and comprehensive listing of juveniles referred for services to include:
 - 1. Juvenile's name, date of birth and docket number
 - 2. Name of referring juvenile probation officer
 - 3. Number of successful discharges
 - 4. Number of unsuccessful discharges
 - 5. Number of youths placed outside of the home
 - 6. Identification if service was provided in English or Spanish
 - 7. Number of times and date(s) called to testify

B. On an annual basis, Proposer will be responsible for submitting to the Juvenile Probation Department's Contract Coordinator the following statistical data:

1. Number of youths completing treatment within six (6) months
2. Number of youths completing treatment within nine (9) months
3. Number of youths completing treatment within 12 months
4. Number of youths completing treatment within 24 months
5. Number of youths required to register as sex offenders.

JPD STAFF TRAINING

The Proposer will provide a minimum of a one hour class twice (2) per year to El Paso County Juvenile Probation personnel in coordination with the El Paso County Juvenile Probation Department's Contract Coordinator on the subject of explaining the evaluation process, outcomes of sex offender evaluations, mental health disorders, adjunct services and/or treatment practices for working with youth with sexual behavior issues.

TERM OF CONTRACT

The services requested shall be provided for a period of three (3) years. The County shall have the option to renew any agreement entered into with the selected proposer for two (2) one year terms. Upon the same terms and conditions contained in its original agreement with the selected proposer by providing written notice to the proposer.

TERMINATION:

The County or the Contractor may terminate this Agreement at any time 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 Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

INSURANCE

Proposer shall comply with the Insurance Requirements as stated in the Provisions section of this RFP.

Proposer shall defend, indemnify and hold harmless El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department 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 proposer, its agents, employees, or sub proposers. Proposer shall pay any and all damages assessed against El Paso County, El Paso County Juvenile Board, and the El Paso County Juvenile Probation Department their officers, agents or employees, arising out of such negligence or intentional acts.

Proposer shall maintain at proposer'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 insured 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.**

BACKGROUND CHECKS

Proposer shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to any agreement entered into with the Juvenile Probation Department 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. Any costs associated with conducting this background check will be assumed by the selected proposer.

In addition, the Proposer shall require all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this Agreement to submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search. Proposer is responsible for the fee associated with the search.

LEGAL REQUIREMENTS

Any agreement entered into between the selected proposer and the Juvenile Probation Department shall not be that of an employer and employee. The selected proposer shall be deemed at all times to be an independent contractor.

The selected proposer shall not sell, assign, transfer or convey any agreement entered into with the Juvenile Probation Department, in whole or in part, without the prior written consent of Juvenile Probation Department.

Any agreement entered into between the selected proposer and the Juvenile Probation Department will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

Any agreement with a selected proposer is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding. The selected proposer shall have no cause of action against the Juvenile Probation Department in the event the Juvenile Probation Department is unable to perform its obligations as a result of suspension, termination withdrawal or failure of Federal and/or State funding to the Juvenile Probation Department.

Any agreement entered into between the parties shall not be amended or modified except by written instrument signed by the parties. In the event that any portion of an 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.

Any selected proposer must certify 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. All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, or the Texas Juvenile Justice Department.

Proposer shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or finding related to the proposer conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services or any other agency which may license or regulate the Proposer in the provision of these services.

Proposer shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 58 of the Texas Family Code.

The signer of the proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the proposer.

FINANCIAL INFORMATION:

A Juvenile Probation Department employee will generate an authorization of service contract which identifies services to be provided, date and times of schedule appointments needed on a monthly basis.

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 proposer absorbing the cost for services not approved. Proposer 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.

The selected proposer will be required to establish procedures, seek reimbursement and bill payment for covered services rendered pursuant to any agreement entered into with the Juvenile Probation Department from any and all state/federal or other sources (such as Medicaid, CHIP, Tricare, 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. Proposer 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. Proposer is required to accept the amount paid by any and all state/federal or other sources, as

applicable. Proposer 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 Juvenile Probation Department. The invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission and denial by the other funding source. In the event proposer is later paid for the rendered service by any other funding source, proposer shall reimburse all amounts to the Juvenile Probation Department within thirty (30) days of receiving such payment. Proposer shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

Proposer shall submit claims on invoices bearing proposer'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. Letterhead shall contain an accurate mailing address and telephone number where proposer can be reached during normal business hours. Proposer's invoice must indicate an invoice number and contract number, juvenile's and/or parent(s)/ legal guardian(s) names, type of service and related cost. Invoices for juvenile's services must be submitted separately from parent services. Family and group session sign in sheets, must be submitted with invoice as supporting documentation. If the report/documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department's Contract Coordinator. Invoices not timely submitted shall not be paid.

The Juvenile Probation Department receives an invoice from the proposer. The Department will verify the services performed by the proposer through the department's authorization of service contract and all supporting documentation. The Department will then process the invoice for payment through the County Auditor's Office within thirty (30) days of receipt. The County Auditor's Office will generate a check and mail to the proposer after Commissioner's Court approval. Payment for services with state funds will be identified on the check with a note "TJJD (Texas Juvenile Justice Department) STATE FUNDS".

Proposer shall maintain separate accounting records designating receipt and expenditure of all state funds received. Proposer shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA.) Proposer understands that acceptance of funds 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. Proposer 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. Proposer will ensure that this clause concerning the authority to audit funds received indirectly by sub proposers through proposer and the requirement to cooperate is required to be included in any subcontract it awards.

Proposer 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 any agreement entered into with the Juvenile Probation Department.

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

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.

Proposer will be required to certify that the individual(s) or business entity named in any agreement entered into with the Juvenile Probation Department is in good standing with the Texas Comptroller of Public Accounts.

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

Proposer 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 seven (7) years after the end of the contracted period. If any litigation, claim or audit involving these records commences before the seven (7) year period expires, the proposer must keep records and documents for not less than seven (7) years or until all litigation, claims or audit findings are resolved; whichever is later.

SANCTIONS:

Every six (6) months, the Juvenile Probation Department will conduct monitoring and evaluation of the performances of the proposer or any sub proposer rendered pursuant to the contract through use of the TJJD Private Proposer Contractual Monitoring and Evaluation Report. Juvenile Probation Department will notify the proposer 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 proposer to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the proposer to properly administer subcontracts and take appropriate corrective action in the event of violations by sub proposers 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. Proposer may be ineligible to receive future contracts.

[END OF SCOPE OF WORK]

PROPOSAL SUBMISSION

The proposer shall submit one (1) original and three (3) electronic version of the complete proposal (CD/DVD/Flashdrive) in PDF format. Proposals must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the RFP no later than **Thursday, February 11, 2016 at 2:00 p.m.** 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 at until the due date and time.

PROPOSAL FORMAT

The applicant's original proposal must be unbound with no staples or heavy 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 over-sized material, e.g., posters, videotapes, or audiotapes 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.

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.

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.

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

- Cover Page
- Letter of transmittal
- Table of Contents
- Proposal Narrative
- Cost
- Application Forms & Certifications

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 Adolescent Sexual Behavior Therapy);
- 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;
 1. be signed by the person authorized to contractually obligate the organization;
 2. acknowledge receipt of any and all amendments to this RFP;
 3. 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 contents that identifies all subsequent sections and pages.

D. PROPOSAL NARRATIVE

1. Describe your organization's qualifications and experience in providing psychological services, evaluations for adolescents 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. Sex offender assessments
 - c. Psychometric testing
 - d. Services recommendation and knowledge of community resources
 4. Identify the Licensed Sex Offender Treatment Provider (LSOTP) and/or Affiliate Sex Offender Treatment Provider (ASOTP) who 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.
 5. Proof of such certification, approval or license by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed.
- E. COST-** Administrative expenses, report writing, communications with family, school, or referral source, or other agencies are considered part of the cost of service and may not be billed as a separate cost.
1. Cost per Juvenile sex offender evaluation and assessment must be submitted to include all requirements of this RFP. The Proposer 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.
 2. Cost for Adjunct Services must be submitted to include all requirements of this RFP. Polygraph services as described in this RFP; Therapeutic Services as described in this RFP. (must identify specific adjunct services that the proposer will provide).
 3. 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 this RFP.

4. 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 this RFP.
5. 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 this RFP. (A group shall be comprised of two or more youths but shall not exceed a ratio of 10:1).
6. 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 this RFP. (A group shall be comprised of two or more youths but shall not exceed a ratio of 8:1).
7. 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 this RFP. (A pair consists of 1-2 parents/guardians/caregivers). (A group shall be comprised of two (2) pairs and maximum of eight (8) pairs).

F. APPLICATION FORMS & CERTIFICATIONS

(REQUIRED DOCUMENTS TO BE SUBMITTED):

1. Sex Offender Assessment and evaluation instrument(s)
2. Sample of Sex Offender assessment report
3. Sample treatment plan
4. Sample monthly progress report
5. Sample discharge plan
6. List of test and instruments that will be used during the assessment/evaluation process.
7. Copies of LSOTP(s)/ ASOTP(s) license(s)
8. Copies of Polygraph Examiner(s) license(s)-if applicable
9. A list of insurance companies, both public and private, accepted by the proposer.
10. Copies of the commercial public liability insurance as described in this RFP.
11. Copies of the professional malpractice insurance with a policy limit of not less than \$1,000,000.00

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 County Evaluation Committee 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 materials submitted in response to this RFP will become the property of the County of El Paso. As a political subdivision of the State of Texas, the County is governed by the Texas Public Information Act, Chapter 552, Texas Government Code.

If the Offeror considers any section or part of their proposal to contain confidential or proprietary information, such section or part shall be clearly marked and identified. In the event the County receives a request under the Public Information Act for Confidential Information as identified by Offeror, the County shall promptly notify the Offeror. It is expressly agreed that the County may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that County, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that County, its officers and employees shall have no liability to Offeror for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this RFP shall require County or Offeror to violate the terms of the Public Information Act.

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 County 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 Scoring:

| | |
|---|-------------|
| Qualifications and Experience of LSOTP and/ or 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 | <u>10%</u> |
| TOTAL | 100% |

PRICE SHEET

RFP #16-004 ADOLESCENT SEXUAL BEHAVIOR THERAPY FOR THE JUVENILE PROBATION DEPARTMENT

Company Name _____

| Description | Cost |
|---|----------------|
| Juvenile Sex Offender Evaluation | Per evaluation |
| Adjunct Services (Polygraph / Therapeutic Services) | Per session |
| Therapeutic Individual Session (Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist) | Per session |
| Therapeutic Family Session (Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist) | Per session |
| Therapeutic Non-Developmentally Delayed Juvenile Group (Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist) | Per session |
| Therapeutic Developmentally Delayed Juvenile Group (Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist) | Per session |
| Therapeutic Parent Group (Licensed Professional Counselor, Licensed Clinical Social Worker and/or Licensed Marriage and Family Therapist) | Per session |

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and all products, and services at the prices offered, and upon the conditions in the specifications of the Invitation for Proposal.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposal on, or to influence any person or persons to propose or not to propose thereon."

Signed _____ Printed Name _____

Title _____ Date _____

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

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

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be

attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF PROPOSALS

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

11. SIGNATURE OF PROPOSALS

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

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

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL RESPONSE

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

20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

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

21. CHANGES IN SPECIFICATIONS

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

22. PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF PROPOSAL

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

25. INDEMNIFICATION

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

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

- B.** 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. A 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.

26. PROOF OF INSURANCE

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

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

Successful proposer shall carry in full force Workers’ Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County. Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid and/or make recommendations for award are included in this bid. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Of Interested Parties (only required of vendors who are awarded the bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

28. NON-COLLUSION AFFIDAVIT

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

or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

29. SOVEREIGN IMMUNITY

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

30. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

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.

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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 subcontractor's employees are currently enrolled in the health insurance benefits program?

3. **No. The bidder is not requesting the Health Insurance Benefits Preference.**

Checking Box #3 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 # 16-004, Adolescent Sexual Behavior Therapy for the Juvenile Probation Department

Dear Vendor:

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. Attached is a copy of the Questionnaire.

In filling 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 Veronica Escobar
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vicente M. Perez
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Blanca Carbajal, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Roger Martinez, Chief Juvenile Probation Officer
Angelique Gaxiola, Contract Coordinator
Albert Mendez, Financial Service Manager
Monique Hatten, ISP Probation Officer
Janel Morgan, Director of Probation Service

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY | |
|-----------------|--|
| Date Received | |

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

Yes No

B. Is the vendor 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 interest of one percent or more?

Yes No

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

4

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

| | |
|---|------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | OFFICE USE ONLY |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | |

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|----------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**COUNTY OF EL PASO, TEXAS
Check List**

**RFP # 16-004
Adolescent Sexual Behavior Therapy
for the Juvenile Probation Department**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, February 11, 2016. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

_____ 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?

_____ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

_____ Did you sign and complete the required “Conflict of Interest Questionnaire”?

_____ Did you sign and complete the required “Certificate of Interested Parties Form”?

_____ Did you complete and sign the required “Ethics Training Affidavit Form”?

_____ Did you provide one original and three (3) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.