



Company Name:

---

**TARRANT COUNTY**  
PURCHASING DEPARTMENT

*MELISSA LEE, C.P.M., A.P.P.*  
PURCHASING AGENT

*CHRIS LAX, CPSM, CPCP*  
ASSISTANT PURCHASING AGENT

**RFP NO. 2022-088A**

**REQUEST FOR PROPOSALS  
FOR  
ANNUAL CONTRACT FOR  
OFFENDER/DEFENDANT-PAID DWI  
EDUCATION, DWI REPEAT OFFENDER  
PROGRAM AND DRUG OFFENDER  
EDUCATION PROGRAM**

**PROPOSALS DUE MAY 16, 2022  
2:00 P.M.**

**RFP NO. 2022-088A**

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**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION,  
DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

Tarrant County is soliciting proposals for its **ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM** for the **COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**. All proposals must be submitted on the Cost Evaluation Form. Respondents may submit a proposal on one or all items. **(This RFP is to allow for additional Vendors to submit a proposal that meets or exceeds the criteria as set forth in this solicitation. If Vendor(s) currently have an existing contract for RFP No. 2022-088 for this service, there is NO need to resubmit a proposal.)**

**Original and Four (4) Copies**  
OF  
COMPLETED PROPOSALS  
MUST BE RECEIVED IN THE  
TARRANT COUNTY PURCHASING DEPARTMENT  
AT 100 E. WEATHERFORD, SUITE 303  
FORT WORTH, TEXAS 76196-0104  
ON OR BEFORE MAY 16, 2022 AT 2:00 P.M.

**All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes.** All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "**ORIGINAL**" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

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

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

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Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:**

**WANYU CHEN, SENIOR BUYER**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, May 3, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Wanyu Chen, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com).

**Faxed Questions:** Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

**Emailed Questions:** The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

**All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.**

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

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**It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

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

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

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

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**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**Continuing non-performance** of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

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

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Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

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

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

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

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

**Audit Clause:** The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

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TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.



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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing, through April 30, 2023. Vendors may submit proposals based on one (1) or all programs being awarded. At Tarrant County's and CSCD's option and approval by the Vendor(s), the contract(s) may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **Renewal Options:** Tarrant County and Tarrant County CSCD reserves the right to exercise an option to renew the contract(s) of the Vendor(s) for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Bidder must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Respondent(s) in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.
3. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found in the Tarrant County website.
  - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?  
**A "NO" answer could result in complete rejection of proposal.**

\_\_\_\_\_Yes    \_\_\_\_\_No

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

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- b. Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the successful Respondent and each governmental entity.
- c. Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing vendor invoices. In the event Governmental Entities utilizing Intergovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
- d. Vendor(s) awarded contract(s) resulting from Request for Proposal (RFP) shall be responsible for providing to Tarrant County at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

1.	ALAMO COMMUNITY COLL DISTRICT	65.	CITY OF BAYTOWN	129.	CITY OF FOREST HILL
2.	ALAMO HEIGHTS ISD	66.	CITY OF BEDFORD	130.	CITY OF FORNEY
3.	ALEDO ISD	67.	CITY OF BELLMEAD	131.	CITY OF FORT WORTH
4.	ALLEN ISD	68.	CITY OF BELLS	132.	CITY OF FRISCO
5.	ALVARADO ISD	69.	CITY OF BENBROOK	133.	CITY OF FULSHEAR
6.	ALVORD ISD	70.	CITY OF BIG SPRING	134.	CITY OF GAINESVILLE
7.	ANNA FIRE DEPARTMENT	71.	CITY OF BLUE MOUND	135.	CITY OF GALENA PARK
8.	ANDERSON COUNTY	72.	CITY OF BONHAM	136.	CITY OF GALVESTON
9.	ANDREWS COUNTY	73.	CITY OF BOVINA	137.	CITY OF GANADO
10.	ARANSAS COUNTY	74.	CITY OF BOWIE	138.	CITY OF GARLAND
11.	ARGYLE ISD	75.	CITY OF BOYD	139.	CITY OF GATESVILLE
12.	ARLINGTON ISD	76.	CITY OF BRADY	140.	CITY OF GEORGETOWN
13.	ARMSTRONG COUNTY	77.	CITY OF BRIDGE CITY	141.	CITY OF GLEN HEIGHTS
14.	ASPERMONT ISD	78.	CITY OF BRIDGEPORT	142.	CITY OF GODLEY
15.	ATASCOSA COUNTY	79.	CITY OF BROWNWOOD	143.	CITY OF GRANBURY
16.	AUBREY ISD	80.	CITY OF BRYAN	144.	CITY OF GRAND PRAIRIE
17.	AZLE ISD	81.	CITY OF BUDA	145.	CITY OF GRAND SALINE
18.	BAILEY COUNTY	82.	CITY OF BURKBURNETT	146.	CITY OF GRAPEVINE
19.	BASTROP COUNTY	83.	CITY OF BURLESON	147.	CITY OF GREENVILLE
20.	BASTROP ISD	84.	CITY OF CADDO MILLS	148.	CITY OF GUN BARRELL CITY
21.	BEAUMONT ISD	85.	CITY OF CANTON	149.	CITY OF HALTOM CITY
22.	BELL COUNTY	86.	CITY OF CARROLLTON	150.	CITY OF HARLINGEN
23.	BENBROOK WATER AUTHORITY	87.	CITY OF CASTLE HILLS	151.	CITY OF HASLET
24.	BETHANY SPEC UTILITY DIST	88.	CITY OF CEDAR HILL	152.	CITY OF HEATH
25.	BEXAR COUNTY	89.	CITY OF CEDAR PARK	153.	CITY OF HEWITT
26.	BEXAR COUNTY ESD No. 2	90.	CITY OF CELESTE	154.	CITY OF HITCHCOCK
27.	BIRDVILLE ISD	91.	CITY OF CELINA	155.	CITY OF HORIZON CITY
28.	BLUE RIDGE FIRE DEPARTMENT	92.	CITY OF CIBOLO	156.	CITY OF HUDSON OAKS
29.	BOSSIER PARISH SHERIFF'S OFFICE	93.	CITY OF CLEBURNE	157.	CITY OF HUNTSVILLE
30.	BOSQUE COUNTY	94.	CITY OF COCKRELL HILL	158.	CITY OF HURST
31.	BRANCH FIRE DEPARTMENT	95.	CITY OF COLLEYVILLE	159.	CITY OF HUTCHINS
32.	BRAZORIA COUNTY	96.	CITY OF COLUMBUS	160.	CITY OF HUTTO
33.	BRAZOS COUNTY	97.	CITY OF COLORADO CITY	161.	CITY OF INGLESIDE
34.	BREWSTER COUNTY	98.	CITY OF COMBINE	162.	CITY OF IRVING
35.	BRIAR VOLUNTEER FIRE DEPT.	99.	CITY OF COMMERCE	163.	CITY OF ITALY
36.	BROOKS CNTY CNSTBLS. PRECS 1-4	100.	CITY OF CONVERSE	164.	CITY OF JACKSBORO
37.	BROWN COUNTY	101.	CITY OF COPPELL	165.	CITY OF JACKSONVILLE
38.	BULVERDE POLICE DEPARTMENT	102.	CITY OF COPPERAS COVE	166.	CITY OF JONESTOWN
39.	BURNET COUNTY	103.	CITY OF CORINTH	167.	CITY OF JEFFERSON
40.	BYNUM ISD	104.	CITY OF CORSICANA	168.	CITY OF JUSTIN
41.	CAMERON COUNTY	105.	CITY OF CROWLEY	169.	CITY OF KATY
42.	CANTON ISD	106.	CITY OF CUMBY	170.	CITY OF KEENE
43.	CANYON ISD	107.	CITY OF DALWORTHINGTON GRDN	171.	CITY OF KELLER
44.	CARROLL ISD	108.	CITY OF DE LEON	172.	CITY OF KENNEDALE
45.	CARROLLTON-FARMERS BRANCH ISD	109.	CITY OF DECATUR	173.	CITY OF KERMIT
46.	CASTLEBERRY ISD	110.	CITY OF DEER PARK	174.	CITY OF KILLEEN
47.	CEDAR HILL ISD	111.	CITY OF DENISON	175.	CITY OF KINGSVILLE
48.	CHAMBERS COUNTY	112.	CITY OF DENTON	176.	CITY OF KRUM
49.	CHEROKEE COUNTY	113.	CITY OF DESOTO	177.	CITY OF KYLE
50.	CITY OF ALEDO	114.	CITY OF DIBOLL	178.	CITY OF LAFERIA
51.	CITY OF ALLEN	115.	CITY OF DUNCANVILLE	179.	CITY OF LA GRULLA
52.	CITY OF ALVORD	116.	CITY OF EARLY	180.	CITY OF LA VERNIA
53.	CITY OF AMARILLO	117.	CITY OF EASTLAND	181.	CITY OF LAKE DALLAS
54.	CITY OF ANDREWS	118.	CITY OF EL PASO	182.	CITY OF LAKE WORTH
55.	CITY OF ANGLETON	119.	CITY OF ELECTRA	183.	CITY OF LANCASTER
56.	CITY OF ANNA	120.	CITY OF EMORY	184.	CITY OF LAREDO
57.	CITY OF ARLINGTON	121.	CITY OF ESCOBARES	185.	CITY OF LEAGUE CITY
58.	CITY OF ATHENS	122.	CITY OF EULESS	186.	CITY OF LEANDER
59.	CITY OF AUBREY	123.	CITY OF EVERMAN	187.	CITY OF LEWISVILLE
60.	CITY OF AUSTIN	124.	CITY OF FARMERS BRANCH	188.	CITY OF LINDALE
61.	CITY OF AZLE	125.	CITY OF FARMERSVILLE	189.	CITY OF LITTLE ELM
62.	CITY OF BALCH SPRINGS	126.	CITY OF FERRIS		
63.	CITY OF BANGS	127.	CITY OF FLORESVILLE		
64.	CITY OF BASTROP	128.	CITY OF FLOYDADA		

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

190.	CITY OF LITTLEFIELD	253.	CITY OF SOUTHLAKE	316.	ECTOR COUNTY ISD
191.	CITY OF LIVE OAK	254.	CITY OF SOUTHMAYD	317.	EDDY COUNTY, NM
192.	CITY OF LUBBOCK	255.	CITY OF SPRING VALLEY VILLAGE	318.	EL PASO COUNTY
193.	CITY OF LUCAS	256.	CITY OF SPRINGTOWN	319.	EL PASO CNTY HOSP DIST DBA...
194.	CITY OF LUFKIN	257.	CITY OF STEPHENVILLE	320.	ELECTRA ISD
195.	CITY OF LUMBERTON	258.	CITY OF SULPHUR SPRINGS	321.	ELLIS COUNTY
196.	CITY OF MANSFIELD	259.	CITY OF TAFT	322.	ERATH COUNTY
197.	CITY OF MARSHALL	260.	CITY OF TAYLOR	323.	EVERMAN ISD
198.	CITY OF McALLEN	261.	CITY OF TEMPLE	324.	FANNIN COUNTY
199.	CITY OF MCKINNEY	262.	CITY OF TERRELL	325.	FARMERSVILLE ISD
200.	CITY OF MELISSA	263.	CITY OF TEXARKANA, AR	326.	FLOYD COUNTY
201.	CITY OF MERKEL	264.	CITY OF TEXARKANA, TX	327.	FORNEY ISD
202.	CITY OF MESQUITE	265.	CITY OF THE COLONY	328.	FORT BEND COUNTY
203.	CITY OF MIDLAND	266.	CITY OF UNIVERSAL CITY	329.	FORT BEND COUNTY ESD#2
204.	CITY OF MIDLOTHIAN	267.	CITY OF UNIVERSITY PARK	330.	FORT BEND COUNTY ESD#7
205.	CITY OF MINEOLA	268.	CITY OF VAN ALSTYNE	331.	FORT WORTH HOUSING AUTHORITY
206.	CITY OF MINERAL WELLS	269.	CITY OF VENUS	332.	FORT WORTH ISD
207.	CITY OF MORGAN'S POINT RESORT	270.	CITY OF VERNON	333.	FORT WORTH TRANSP AUTHORITY
208.	CITY OF MURPHY	271.	CITY OF WACO	334.	FRANKLIN COUNTY
209.	CITY OF NACOGDOCHES	272.	CITY OF WATAUGA	335.	FREESTONE COUNTY
210.	CITY OF NEDERLAND	273.	CITY OF WAXAHACHIE	336.	FRISCO ISD
211.	CITY OF NEW BRAUNFELS	274.	CITY OF WEATHERFORD	337.	GLASSCOCK COUNTY
212.	CITY OF NORTH RICHLAND HILLS	275.	CITY OF WESTWORTH VILLAGE	338.	GOLIAD COUNTY
213.	CITY OF ODESSA	276.	CITY OF WHITE SETTLEMENT	339.	GONZALES COUNTY
214.	CITY OF OVILLA	277.	CITY OF WHITESBORO	340.	GRAND PRAIRIE ISD
215.	CITY OF PALESTINE	278.	CITY OF WHITEWRIGHT	341.	GRANDVIEW POLICE DEPT.
216.	CITY OF PARKER	279.	CITY OF WILLS POINT	342.	GRAPEVINE\COLLEYVILLE ISD
217.	CITY OF PASADENA	280.	CITY OF WILMER	343.	GRAYSON COUNTY
218.	CITY OF PELICAN BAY	281.	CITY OF WINNSBORO	344.	GREENVILLE ISD
219.	CITY OF PERRYTON	282.	CITY OF WYLIE	345.	GREGG COUNTY
220.	CITY OF PHARR	283.	CLAY COUNTY	346.	GRIMES COUNTY
221.	CITY OF PLANO	284.	CLEAR CREEK ISD	347.	GUADALUPE COUNTY
222.	CITY OF PORT ISABEL	285.	CLEBURNE ISD	348.	HARDIN COUNTY
223.	CITY OF POTEET	286.	COCHRAN COUNTY	349.	HARRIS-FORT BEND EMG SVCS DIST #100
224.	CITY OF POTTSBORO	287.	COLLIN COUNTY	350.	HARRIS CNTY EMG SVCS DIST #7
225.	CITY OF PRINCETON	288.	COLLIN COUNTY COMM COLL DIST.	351.	HARRIS CNTY EMG SVCS DIST #10
226.	CITY OF QUINLAN	289.	COLORADO COUNTY	352.	HARRIS CNTY EMG SVCS DIST #24
227.	CITY OF RALLS	290.	COMAL COUNTY	353.	HARRIS CNTY EMG SVCS DIST #48
228.	CITY OF RED OAK	291.	COMMUNITY HEALTHCORE	354.	HARRISON COUNTY
229.	CITY OF RHOME	292.	COOKE COUNTY	355.	HAWKINS ISD
230.	CITY OF RICHARDSON	293.	COPPELL ISD	356.	HAYS COUNTY
231.	CITY OF RICHLAND HILLS	294.	CORYELL COUNTY	357.	HEART OF TX REG MHMR CENTER
232.	CITY OF RIO GRANDE CITY	295.	COTTONDALE VOL FIRE DEPT	358.	HENDERSON COUNTY
233.	CITY OF RIVER OAKS	296.	CROWLEY ISD	359.	HEREFORD ISD
234.	CITY OF ROANOKE	297.	DALLAS COUNTY	360.	HIGHLAND PARK ISD
235.	CITY OF ROBINSON	298.	DALLAS CNTY UTIL & RECLAM. DIST	361.	HILL COUNTY
236.	CITY OF ROCKWALL	299.	DFW INT'L AIRPORT BOARD	362.	HOOD COUNTY
237.	CITY OF ROUND ROCK	300.	DALLAS ISD	363.	HOPKINS COUNTY
238.	CITY OF ROWLETT	301.	DAWSON COUNTY	364.	HOUSING AUTH OF CITY OF AUSTIN
239.	CITY OF ROYSE CITY	302.	DECATUR ISD	365.	HUMBLE ISD
240.	CITY OF RUNAWAY BAY	303.	DENISON ISD	366.	HUNT COUNTY
241.	CITY OF RUSK	304.	DENTON COUNTY	367.	HURST EULESS BEDFORD ISD
242.	CITY OF SACHSE	305.	DENTON CNTY FWS DIST. No. 1-A	368.	HUTCHINSON COUNTY
243.	CITY OF SAGINAW	306.	DENTON COUNTY FWS DIST. No. 10	369.	IDEA PUBLIC SCHOOLS
244.	CITY OF SAN ANGELO	307.	DENTON ISD	370.	IRVING ISD
245.	CITY OF SAN BENITO	308.	DESOTO ISD	371.	JACK COUNTY
246.	CITY OF SAN MARCOS	309.	DIANA SPECIAL UTILITY DISTRICT	372.	JASPER COUNTY
247.	CITY OF SANGER	310.	DUNCANVILLE ISD	373.	JEFFERSON COUNTY
248.	CITY OF SANSOM PARK	311.	DUVAL COUNTY	374.	JEFFERSON CNTY DRIN. DIST. #7
249.	CITY OF SEABROOK	312.	EAGLE MOUNTAIN-SAGINAW ISD	375.	JIM WELLS COUNTY
250.	CITY OF SEAGOVILLE	313.	EAST TEXAS COUNCIL OF GOVS.		
251.	CITY OF SHERMAN	314.	EASTLAND COUNTY		
252.	CITY OF SOUR LAKE	315.	ECTOR COUNTY		

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

376.	JOHNSON COUNTY	439.	PARKER COUNTY	502.	TOWN OF DOUBLE OAK
377.	JOHNSON COUNTY SUD	440.	PARKER CNTY EMG SERV DISTRICT 1	503.	TOWN OF EDGECLIFF VILLAGE
378.	JOSHUA ISD	441.	PARMER COUNTY	504.	TOWN OF FAIRVIEW
379.	KARNES COUNTY	442.	PASADENA ISD	505.	TOWN OF FLOWER MOUND
380.	KAUFMAN COUNTY	443.	PLANO ISD	506.	TOWN OF HICKORY CREEK
381.	KAUFMAN ISD	444.	POTTER COUNTY	507.	TOWN OF HIGHLAND PARK
382.	KELLER ISD	445.	PUBLIC TRANSIT SVC OF MIN.WELLS	508.	TOWN OF LAKESIDE
383.	KENNEDALE ISD	446.	QUINLAN ISD	509.	TOWN OF LITTLE ELM
384.	KERENS ISD	447.	RAINS COUNTY ESD #1	510.	TOWN OF NORTHLAKE
385.	KINNEY COUNTY	448.	RANCHO VIEJO POLICE DEPT.	511.	TOWN OF PANTEGO
386.	KRUM ISD	449.	RANDALL COUNTY	512.	TOWN OF PECOS CITY
387.	LAKE DALLAS ISD	450.	RED OAK ISD	513.	TOWN OF PONDER
388.	LAKE WORTH ISD	451.	RED RIVER COUNTY	514.	TOWN OF PROSPER
389.	LAMAR COUNTY	452.	REFUGIO COUNTY	515.	TOWN OF PROVIDENCE VILLAGE
390.	LAMB COUNTY	453.	REG 9 Ed SVCE CENTER OF WICHITA	516.	TOWN OF SUNNYVALE
391.	LAMPASAS COUNTY	454.	REGION 11 EDU SERVICE CENTER	517.	TOWN OF TROPHY CLUB
392.	LAVON POLICE DEPARTMENT	455.	RICHARDSON ISD	518.	TOWN OF WESTLAKE
393.	LEON COUNTY	456.	ROCKWALL COUNTY	519.	TOWN OF WESTOVER HILLS
394.	LEONARD ISD	457.	ROUND ROCK ISD	520.	TRAVIS COUNTY
395.	LEWISVILLE ISD	458.	SAM RAYBURN ISD	521.	TRAVIS CNTY EMG SVCS DIST No.6
396.	LIMESTONE COUNTY	459.	SAN JACINTO COM COLL DIST.	522.	TRAVIS CNTY HEALTHCARE DISTRICT
397.	LITTLE ELM ISD	460.	SAN PATRICIO COUNTY	523.	TRINITY RIVER AUTHORITY
398.	LOVEJOY ISD	461.	SCHLEICHER COUNTY	524.	TYLER JUNIOR COLLEGE
399.	LOWRY CROSSING VOL FIRE DEPT.	462.	SEABROOK VOL FIRE DEPT.	525.	U.S. MARSHALS SERVICE
400.	LUBBOCK COUNTY	463.	SR. CYR RES &PUBLIC...HUNT CNTY	526.	UNIVERSITY OF NORTH TEXAS
401.	MANSFIELD ISD	464.	SEVEN POINTS FIRE RESCUE	527.	UNIV OF N. TX HEALTH SCIENCE CTR
402.	MAVERICK COUNTY	465.	SHERMAN ISD	528.	UNIVERSITY OF TEXAS AT ARLINGTON
403.	McKINNEY ISD	466.	SMITH COUNTY	529.	UNIVERSITY OF TEXAS AT DALLAS
404.	McLENNAN COUNTY	467.	SPRINGTOWN ISD	530.	UNIV OF TX MD AND. CANCER CTR
405.	McLENNAN COMM. COLLEGE	468.	SOUTH MONTGOMERY FIRE DEPT	531.	UPPER TRINITY REG WATER DIST.
406.	MARILEE SPECIAL UTILITY DIST.	469.	SOUTH TEXAS COLLEGE	532.	UPSHUR COUNTY
407.	MEDINA VALLEY ISD	470.	SPAN, INC.	533.	UPTON COUNTY
408.	MHMR OF TARRANT COUNTY	471.	STARR COUNTY	534.	VAL VERDE COUNTY
409.	MIDLAND COUNTY	472.	STEPHENS COUNTY	535.	VAN ALSTYNE ISD
410.	MIDLAND ISD	473.	STERLING COUNTY	536.	VAN ZANDT COUNTY
411.	MIDWAY ISD	474.	STONEWALL COUNTY	537.	VERNON ISD
412.	MILAM COUNTY	475.	TARLETON STATE UNIVERSITY	538.	VICTORIA COUNTY
413.	MILLS COUNTY	476.	TARRANT APPRAISAL DISTRICT	539.	WACO ISD
414.	MITCHELL COUNTY	477.	TARRANT CNTY 9-1-1 EMG ASS DIST	540.	WALKER COUNTY
415.	MONAHANS WICKETT PYOTE ISD	478.	TARRANT COUNTY COLLEGE DIST.	541.	WALLER COUNTY
416.	MONTGOMERY COUNTY	479.	TARRANT CTY EMG SVCS DISTRICT 1	542.	WARD COUNTY
417.	MONTGOMERY CNTY ESC 10	480.	TARRANT COUNTY HOSP DIST	543.	WAXAHACHIE ISD
418.	MONTGOMERY CNTY HOSP DIST.	481.	TARRANT CTY WORKFORCE DEV Bd	544.	WEATHERFORD COLLEGE
419.	MOUNT PLEASANT POLICE DEPT.	482.	TARRANT REGIONAL WATER DIST	545.	WEATHERFORD ISD
420.	MOUNT VERNON POLICE DEPT.	483.	TAYLOR COUNTY	546.	WEBB CONSOLIDATED ISD
421.	NACOGDOCHES COUNTY	484.	TEMPLE COLLEGE	547.	WEST TEXAS A&M UNIVERSITY
422.	NAVARRO COUNTY	485.	TERRELL ISD	548.	WESTMINSTER FIRE DEPT.
423.	NEVADA VOL. FIRE DEPT.	486.	TEXARKANA ISD	549.	WESTON VOLUNTEER FIRE DEPT
424.	NEW CANEY ISD	487.	TEXAS A&M UNIV AT COMMERCE	550.	WHITE SETTLEMENT ISD
425.	NOLAN COUNTY	488.	TEXAS A&M UNIVERSITY-KINGSVILLE	551.	WILLIAMSON COUNTY
426.	NORMANGEE ISD	489.	TEXAS A& M UNIV.-TEXARKANA	552.	WILLIAMSON CNTY EMG SVCS DIST #3
427.	NORTH CENTRAL TX CNCL OF GOVS	490.	TEXAS ALCOHOLIC BEVERAGE COMM.	553.	WILSON COUNTY
428.	NORTH TX MUNICIPAL WATER DIST	491.	TEXAS DEPT. OF PARK/WILDLIFE	554.	WINKLER COUNTY
429.	NORTH TEXAS TOLLWAY AUTH	492.	TEXAS DEPT. OF PUBLIC SAFETY	555.	WINNSBORO HOUSING AUTHORITY
430.	NORTHWEST ISD	493.	TX TECH UNIV HEALTH SCI CTR EL PASO	556.	WINNSBORO ISD
431.	NUECES COUNTY	494.	TEXAS WOMAN'S UNIVERSITY	557.	WISE COUNTY
432.	OCHILTREE COUNTY	495.	THE WOODLANDS TOWNSHIP	558.	WOOD COUNTY
433.	OLTON POLICE DEPARTMENT	496.	TITUS COUNTY	559.	YMCA OF METROPOLITAN DALLAS
434.	ORANGE COUNTY	497.	TML MULTIST. INTERGOV....	560.	YOUNG COUNTY
435.	ORANGE CNTY DRAINAGE DIST	498.	TOM GREEN COUNTY	561.	ZAPATA COUNTY
436.	PALO PINTO COUNTY	499.	TOWN OF ADDISON		
437.	PANOLA COUNTY	500.	TOWN OF ARGYLE		
438.	PARADISE ISD	501.	TOWN OF BARTONVILLE		

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**4. Minimum Insurance Requirements:**

VENDOR(s) shall provide an adequate plan of insurance that provides: (1) coverage to protect CSCD and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR(s); (2) coverage to protect the State from actions by a third party against VENDOR(s) or any subcontractor of VENDOR(s); and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR(s) or any subcontractor(s). VENDOR(s) shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of CSCD, the State and VENDOR(s) with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR(s) or by a subcontractor of VENDOR(s), or by anyone directly or indirectly employed by or acting on behalf of VENDOR(s) or a subcontractor where liability may arise for:
  - 1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR(s) employees;
  - 2. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
  - 3. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR(s), or by (b) any other Person;
  - 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 5. Claims for damages based on violations of civil rights;
  - 6. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR(s) shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR(s) shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with CSCD prior to execution of this AGREEMENT. VENDOR(s) shall notify CSCD within fifteen (15) days of cancellation of any policy required herein.
- D. Compliance with the foregoing insurance requirements shall not relieve VENDOR(s) from any liability under the indemnity provisions.

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**5. CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for the duration of the contract.

**6. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

- A. The following is only applicable when the Vendor is providing information Technology hosted or cloud solution.
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in Writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspects unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

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3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
4. **Right to Audit**  
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g., EY, Deloitte, KPMG, PWC, Coalfire, etc.).



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**STATEMENT OF WORK**

**I. STANDARD CONTRACT PROVISIONS:**

- A. Any agreement between Tarrant County, CSCD and VENDOR(s) to provide DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs under the terms of this RFP will contain the following standard provisions:
1. Operational Plan. The proposal submitted in response to the RFP as finally negotiated becomes the Operational Plan by which the VENDOR(s) will be audited.
  2. Legal Status. VENDOR(s) (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
  3. Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or VENDOR's charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR(s) and, assuming due execution and delivery by CSCD, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR(s) in accordance with its terms.
  4. Taxes. VENDOR(s) has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
  5. No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR(s) and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR(s) certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated if this certification is inaccurate.

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6. Non-Discrimination. In the performance hereof, VENDOR(s) warrants that it shall not discriminate against any employee, subcontractor, or offender/defendant on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR(s) shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
7. Non-Collusion. VENDOR(s) warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with CSCD, and VENDOR(s) has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD shall have the right to terminate this AGREEMENT without liability or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.
8. Duties and Obligations. VENDOR(s) shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by CSCD in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.
9. Visitation by State Employees. VENDOR(s) shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR(s).
10. No Subcontractors. No subcontractor may be utilized by VENDOR(s) unless CSCD has furnished prior written approval.
11. Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender(s)/defendant(s) through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's/defendant's written consent as documented by a signed information release form. VENDOR(s) shall notify CSCD in writing if any legal process requires disclosure of an offender's/defendant's record and shall obtain written acknowledgment of same from CSCD's Authorized Representative.

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12. Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. CSCD's only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR(s) of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR(s) nor CSCD shall thereafter be entitled to any other compensation.
13. Record Retention. All records shall be the property of CSCD. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR(s) for a period of five (5)-years with the following qualification: If any audit, litigation or claim is started before the expiration of the five (5)-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. At the end of the five (5)-year period, VENDOR(s) will request disposition instructions from CSCD.
14. Administrative Controls. VENDOR(s) shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
15. Governing Board Responsibility. The appropriate governing board or entity of VENDOR(s) shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with CSCD policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
16. Conflict of Interest. VENDOR(s) shall not refer offenders/defendants for additional services without prior written approval of CSCD. VENDOR(s) shall develop and implement written internal policies that may be reviewed by CSCD to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR(s) for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
17. Remuneration. Staff of VENDOR(s) shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender/defendant for treatment or engage in fee-splitting with other professionals.

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18. Audits. VENDOR(s) agrees to furnish CSCD and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR(s) shall permit CSCD to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR(s) shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with CSCD in its performance of random or routine audits to determine the accuracy of VENDOR(s) reports.
19. Disclosure. VENDOR(s) is required to immediately or timely, as the case may be, disclose to CSCD and TDCJ-CJAD the following:
  - a. If any Person who is an employee or director of VENDOR(s) is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR(s) shall provide to CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
  - b. If any Person who is an employee, subcontractor, or director of VENDOR(s) is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
  - c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR's licensure status or its ability to provide Services hereunder.
20. Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR(s) must have available for CSCD's inspection records to support performance of those measures outlined in Section I. STANDARD PERFORMANCE MEASURES, or refund CSCD the specified adjustments.
21. Default by VENDOR(s). Each of the following shall constitute an Event of Default on the part of VENDOR(s):
  - a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR(s) of written notification thereof;

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- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtor by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or five (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
  - c. The discovery by CSCD that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
22. Remedy of CSCD. Upon the occurrence of an Event of Default by VENDOR(s), CSCD shall notify VENDOR(s) of such Event of Default, and subject to the time provisions of Section I.A.21 hereof, CSCD shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Offenders/Defendants; (b) termination and removal of VENDOR(s) as provider of Services. In the event of VENDOR's removal due to an Event of Default, CSCD shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with CSCD regarding a transition to new provider of Services.
23. Agreement Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

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

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26. Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual AGREEMENTS that are made a part hereof by reference or otherwise, the provisions of this AGREEMENT shall control.
27. Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
28. Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
29. Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this AGREEMENT was entered.
30. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
31. Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understanding have been merged into this written AGREEMENT. No other prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
32. Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
33. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
34. Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
35. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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**II. PURPOSE:**

- A. It is anticipated that the Community Supervision and Corrections Department of Tarrant County (CSCD) will continue the use of DWI Education/DWI Repeat Offender Program/Drug Offender Education Program as a supervision tool for offenders/defendants and as an alternative measure for sentencing, confinement and possible revocation.
  - 1. It is expressed intent of CSCD to award a contract to the VENDOR(s) that best meets the evaluation factors in Section XIV.
  - 2. **Tarrant County and CSCD are under no obligation to pursue contract negotiation or make an award.**

**III. STANDARDS FOR SERVICE:**

- A. **The VENDOR shall comply with all provisions, laws and rules established by the State of Texas including the following statutes:**
  - 1. **Title 16, Offender Education Program for Alcohol and Drug-Related Offenses –Texas Department of Licensing and Regulations, Chapter 90, Texas Administrative Code.**  
**NOTE: If RFP Standards for Service are more restrictive than Title 16, Offender Education Programs for Alcohol and Drug-Related Offenses, Chapter 90, RFP Standards prevail.**

**B. VENDOR ACCESSIBILITY**

- 1. The VENDOR(s) shall provide a single point of contact for the services identified in this RFP. CSCD reserves the right to speak with other individuals associated with the VENDOR(s) including, but not limited to, subcontractors.
- 2. The VENDOR(s) shall provide documentation in their response to this RFP if they will be entering into sub-contractual relationships or partnerships for the provisions of any services requested in this RFP. This documentation shall include the name, address, and contact person of the potential sub-contractor and should be submitted on the Subcontractor Information Form on page 52. CSCD will evaluate the subcontractors as part of the VENDOR’S RFP.

**C. PROVISION OF SERVICES**

All Services proposed for DWI Education/DWI Repeat Offender/Drug Offender Education Programs must be provided by the VENDOR(s) for the term of the contract. All DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs proposed or required by the proposal must be provided by or through the VENDOR(s).



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1. Partial Financial Relief: The VENDOR(s) shall provide partial financial relief for program intake costs, program session costs, and other related charges to offenders/defendants who apply for such assistance and who, at the time of placement, are recipients of either food stamps under the Supplemental Nutrition Assistance Program, Supplemental Security Income due to age or disability or other Government assistance. CSCD will determine who qualifies for financial subsidy. The total number of qualified clients shall not exceed 10% of the total overall active population. Intake fee (if applicable) shall be waived and program session cost to the offender/defendant shall be reduced by 50%. If the VENDOR(s) questions client's eligibility, VENDOR should contact CSCD. CSCD reserves the right to add future exceptions regarding offenders/defendants who shall be eligible for partial financial relief, while still maintaining a 10% of total active population cap.

**NOTE: CSCD does not guarantee a minimum number of offenders/defendants for this service. Charges will be billed directly to Offenders/Defendants. CSCD will not be charged any fees associated with this service. Charges not listed in RFP will not be allowed.**

2. Translation Services: The VENDOR(s) shall make provisions for persons unable to read and/or speak English. All classes in a single course shall be taught in the same language. VENDOR(s) should include translation services program plan in response to this RFP.
3. Certification/Accreditation: The VENDOR(s) must have and maintain Certifications/Accreditations with Texas Department of Licensing and Regulation in accordance with Rule 90.21-90.34 of Title 16 Texas Administration Code, Chapter 90. If VENDOR(s) does not have Certification/Accreditation at the time of this RFP, VENDOR(s) must show proof that they have started the process of Certification/Accreditation. VENDOR(s) will not receive referrals until accreditation is completed and proof provided to CSCD.
4. Screening: The VENDOR(s) shall screen each participant on the approved screening instrument as required to be administered in accordance with Title 16, Chapter 90, Rule 90.43(f).

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5. Referrals: CSCD retains control over the offenders/defendants referred to VENDOR for the provision of services. CSCD will maintain a referral sheet. VENDOR(s) who are awarded a contract as a result of this RFP and have provided proof of certification/accreditation will be on the list. Offender/defendant will be issued referral form and they will be responsible for picking which agency they use. If the offender/defendant is determined to be in need of additional or different services, the offender/defendant is to be referred back to CSCD for further action. The process by which this action will occur will be addressed in the Operations Plan.
6. Exit Interview: The VENDOR(s) shall conduct an exit interview with each offender/defendant in accordance with Title 16, Chapter 90, Rule 90.43(j).
7. Program Format:
  - A. **DWI Education Program shall:**
    1. Conduct the prescribed DWI education course a minimum of two (2) times during each annual reporting period;
    2. Provide a minimum of twelve (12) hours of instruction per course;
    3. Provide no more than four (4) hours of instruction in any one (1) day; and
    4. Conduct courses and each class with no more than thirty (30) participants and with no fewer than three (3) participants.
    5. The Program shall administer and evaluate pre and post course test instruments for each participant.
    6. Within ten (10) working days after completion of the course, the instructor shall notify CSCD and forward a copy of the certificate of completion to DPS. If the offender's/defendant's deadline for completing the course is earlier than ten (10) working days after the offender's/defendant's successful completion of the course, the instructor shall by no later than the offender's/defendant's deadline, forward the DPS copy of the certificate of completion to DPS and notify CSCD, if requested by the offender/defendant, DPS, CSCD, or the court.
    7. In addition to providing a certificate of completion to all entities required by the Texas Administrative Code. VENDOR(s) shall also provide a copy of the certificate of completion to CSCD within fourteen (14) days after offender/defendant completes the program.

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**B. DWI Repeat Offender Program shall:**

1. Conduct the prescribed DWI intervention course a minimum of one (1) time during each annual reporting period;
2. Provide a minimum of thirty (30) hours of class instruction per course;
3. Conduct class sessions which are not longer than three (3) hours in length and not shorter than two (2) hours in length;
4. Conduct no more than one (1) class session per day;
5. Conduct no more than two (2) class sessions per week;
6. Conduct courses and each class with no more than fifteen (15) participants and with no fewer than three (3) participants;
7. Provide make-up class sessions for a maximum of two (2) excused absences; and
8. Conduct a minimum of two (2) sessions with each participant individually and an individual exit interview with each participant.
9. VENDOR(s) must submit Monthly progress reports to the Community Supervision Officer (CSO) by the 10<sup>th</sup> business day of the next month.
10. Within ten (10) working days after completion of the course, the instructor shall notify CSCD and forward a copy of the certificate of completion to DPS. If the offender's/defendant's deadline for completing the course is earlier than ten (10) working days after the offender's/defendant's successful completion of the course, the instructor shall by no later than the offender's/defendant's deadline, forward the DPS copy of the certificate of completion to DPS and notify CSCD, if requested by the offender/defendant, DPS, CSCD, or the court.
11. In addition to providing a certificate of completion to all entities required by the Texas Administrative Code. VENDOR(s) shall also provide a copy of the certificate of completion to CSCD within fourteen (14) days after offender/defendant completes the program.

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**C. Drug Offender Education Program shall:**

1. Conduct the prescribed drug offender education course a minimum of two (2) times during each annual reporting period;
2. Provide a minimum of fifteen (15) hours of class instruction per course;
3. Provide a minimum of five (5) class sessions of instruction per course.
4. Conduct class sessions which are not longer than three (3) hours in length, and not shorter than two (2) hours in length;
5. Conduct no more than one (1) class session per day;
6. Conduct courses and each class with no more than thirty (30) participants and with no fewer than three (3) participants;
7. VENDOR(s) shall provide a copy of the certificate of completion to CSCD within fourteen (14) days after offender/defendant completes the program.
8. Each Drug Offender Education Program shall administer and evaluate pre and post-course test instruments for each participant.

**NOTE: All Programs shall be taught by a certified instructor. The instructor shall be physically present in the classroom with all of the participants for each class. Online classes do not meet these criteria.**

8. Program Curriculum: VENDOR(s) shall use a curriculum that has been approved in Rule §90 of Title 16 Texas Administrative Code, Chapter 90, including all required videos, slides or transparencies, participant workbooks, booklets, and other resources or written materials.
9. Case Records: VENDOR(s) shall develop and maintain a centralized case record management system on offenders/defendants receiving DWI Education/DWI Repeat Offender Program/Drug Offender Education Program Services. A case records management system includes, but is not limited to:
  - a. Signed written agreements, including termination policy, program obligations and offender's/defendant's obligations, and consequences for non-compliance;
    - 1) This documentation includes reports made within two (2) business days to CSCD of any known law violations and/or termination from the DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs;

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- b. Attendance records;
- c. Referrals to other services and agencies; and
- d. Payment schedule and record of payment.
- e. Progress Reports to CSCD every month after assessment is completed. At minimum the report should provide CSCD with information such as whether offenders/defendants are meeting attendance and participation requirements. Copies of the compliance/attendance reports shall be kept in offenders/defendants files. **Progress Reports shall be required for DWI Repeat Offender Program only.**

10. Absences:

- a. VENDOR(s) shall notify assigned CSO in writing by fax within two (2) business days, of offenders/defendants who fail to show for their scheduled intake and/or fail to show for class sessions.

11. Discharge:

- a. VENDOR(s) shall not unsuccessfully terminate any offender/defendant without having first furnished the department with written notification thereof.
- b. A copy of each offender's/defendant's discharge plan and summary shall be submitted to CSCD within two (2) business days.

D. INFORMATION REQUIRED OF VENDOR(s)

1. VENDOR(s) should include the following information in response to this RFP.

- a. Name, title, telephone, and fax numbers of VENDOR's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Tarrant County and CSCD and providing the VENDOR's response.
- b. Business form of VENDOR(s) (e.g., corporation, partnership, sole proprietorship, etc.) if applicable.
  - 1) If a corporation, include the date and state of incorporation.
  - 2) VENDOR's Tax Identification Numbers.
  - 3) Names and addresses of VENDOR's principal officers, directors, and/or partners.
- c. The name(s) and address(es) of the VENDOR's insurance carrier(s), along with a statement(s) from VENDOR's insurance carrier(s) that insurance as specified on page 12 of the RFP is either in force and/or available upon VENDOR's request.

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- d. List including address and telephone number of all public institutions or agencies to which the VENDOR(s) provides or has provided similar services within the past five (5) years. **Tarrant County CSCD reserves the right to contact any public institution or agency on the list as additional references.**
- e. Information addressing any performance related litigation VENDOR(s) has been involved in over the last five (5) years.
- f. Information addressing any contract terminations VENDOR(s) has been involved in over the last five (5) years.

**IV. CONTINGENCY PLANS:**

- A. The VENDOR(s) should provide in its response to this RFP a specific contingency plan for continuation of services if VENDOR(s) defaults on contract.

**V. RECORDS RETENTION AND RECORDS BACK-UP PLAN:**

- A. All records shall be the property of CSCD. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR(s) for the duration of their period of community supervision, regardless of when VENDOR services are discontinued, plus an additional period of five (5) years past expiration or revocation with the following qualification: If any audit, litigation or claim is started before the expiration of the five (5) year period, the records shall be retained until all audits, litigation, claims, or other finding involving the records have been resolved. At the end of the five (5) year period, VENDOR(s) will request disposition instructions from CSCD.
- B. The VENDOR(s) shall have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage. This system shall be initially inspected and approved by CSCD and shall be made available for inspection at any time, as requested by CSCD.
- C. VENDOR(s) shall allow CSCD access to these records in their database beyond the scope of this contract if necessary to meet this requirement.

**VI. SECURITY AND PRIVACY:**

- A. The VENDOR(s) shall provide a statement of acknowledgement and detailed description of measures taken to insure compliance with and adherence to each of the following requirements of confidentiality:
  - 1. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without the written authorization of CSCD or by order of a court of competent jurisdiction.
  - 2. The confidentiality of offender/defendant records shall not be compromised.
  - 3. All data collected shall be saved in its original form and shall not be altered.

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4. Make available all records relating to an offender/defendant upon and in accordance with a written request by designated CSCD staff. Disclosure of records and discussion with staff members under this paragraph shall be on an “unrestricted communication” basis.
5. The VENDOR(s) shall ensure that all persons having access to or custody of records understand and comply with the confidentiality requirements of this contract.
6. The VENDOR(s) shall notify CSCD immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.

**VII. DISCLOSURE OF INFORMATION:**

- A. The VENDOR(s) shall provide a statement of acknowledgement and a detailed description of measures taken to ensure compliance with each of the following requirements of disclosure:
  1. Any personal information regarding the offender/defendant that is made available to the VENDOR(s) shall be used by the VENDOR(s) only for the purpose of providing DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs to CSCD, and shall not be divulged or made known in any manner to any person except as may be necessary to provide services as required by CSCD.
  2. The VENDOR(s) shall be responsible for protection of the confidentiality of each offender’s/defendant’s records and shall assure that all work is performed under the supervision of the VENDOR(s) or the VENDOR’S responsible employees.
  3. Each employee of the VENDOR(s) to whom information may be available or disclosed shall be notified in writing by the VENDOR(s) that the information disclosed can be used only for the specific purpose and to the extent necessary to accomplish the DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs.

**VIII. TESTIMONY:**

- A. When requested, at no additional cost to CSCD and regardless of the offender’s/defendant’s county of original jurisdiction, VENDOR(s) must provide written documentation and/or testimony for any case currently or formerly supervised by CSCD. VENDOR(s) shall provide written documentation and/or testimony in any means requested including but not limited to; written digital or hard copy communications, formal affidavit, telephonic testimony, remote video testimony, or in-court testimony. Questions pertaining to reimbursement for testimony costs should be directed to the Tarrant County Criminal District Attorney or Defense Counsel requesting the testimony.

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**IX. CRIMINAL HISTORY AUTHORIZATION FORM:**

- A. VENDOR's employees and staff members located in the State of Texas, including support and other personnel who provide services or have access to information regarding services provided under this AGREEMENT, shall be subject to a criminal background investigation and acceptance by CSCD. VENDOR(s) will be required to furnish to CSCD the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with CSCD and upon VENDOR's selection of new employees/staff members.
- B. VENDOR's employees and staff members not located in the State of Texas shall not be subject to a criminal background investigation and acceptance by CSCD. However, VENDOR(s) shall make available to CSCD, within ten (10) days from the execution of this AGREEMENT and upon VENDOR's selection of new employees/staff members, a report on any criminal activity appearing as a result of the background investigation conducted by VENDOR(s) on current or new employees/staff members.
  - 1. If during the term of this agreement VENDOR(s) hires additional or replacement staff to provide services under this agreement, VENDOR(s) will forward to CSCD's Program Coordinator the name(s) of those additional or replacement staff within thirty (30) days of their assumption of duties.
- C. VENDOR(s) will immediately notify CSCD if any employee of VENDOR(s) is arrested during the term of this AGREEMENT. At the request of CSCD, VENDOR's employees providing services or having access to information regarding services provided under this AGREEMENT, will be subject to a criminal history background check prior to CSCD's exercise of its option to renew the AGREEMENT for an additional twelve (12) month period.
- D. VENDOR(s) will ensure that only those employees who have provided a signed release form, have had a criminal history background check, and have been accepted by CSCD, will be authorized to provide services for this contract.

**X. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:**

- A. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to reject any or all proposals or portions or proposals submitted in response to this RFP. All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by a VENDOR(s) or prospective VENDOR(s) in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning any provision(s) of this RFP, the CSCD may adopt an interpretation(s) most advantageous to the CSCD.



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- The CSCD may, at its discretion, request VENDOR(s) to make an oral presentation to CSCD and/or its designee(s) in support of their proposals. Upon review of proposals, CSCD may select the proposal(s) which in its judgment is (are) most advantageous to the CSCD and thereupon select the VENDOR(s) with whom to negotiate a contract(s). Such determination shall be solely at the discretion of the CSCD.
- B. All representations made by the CSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the Community Justice Assistance Division, or the CSCD.
- C. Other departments or programs supported by the Tarrant County Purchasing Department may evaluate, for their purposes, proposals submitted in response to this RFP, and/or after an award may contract with a VENDOR(s) for DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs provided that:
1. Each department or program shall furnish its own funding.
  2. Each department or program shall enter into its own agreement(s) with the VENDOR(s) to provide DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs and shall furnish CSCD with a copy of each agreement.
  3. Each VENDOR(s) who provides and/or enters into a contract or agreement to provide DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs and to a department or program other than CSCD shall offer to CSCD the option of accepting any of the same DWI Education/DWI Repeat Offender Program/Drug Offender Education Programs at the same terms and prices as are offered to or provided to the other department(s) or program(s).
- D. If any contract is awarded to VENDOR(s), it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the VENDOR(s) Operations Plan. Such VENDOR(s) Operations Plan will be used by CSCD in determining and evaluating the adequacy of VENDOR's provision of services and contract compliance. If a formal written contract is negotiated and entered into between VENDOR(s) and CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 60-72 of the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 2015). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference.
- E. VENDOR(s) receiving funding under an agreement with CSCD shall not employ a current CSCD employee on a full-time, part-time or temporary contract basis to perform services included in the agreement with CSCD.

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**XI. BEST AND FINAL OFFER (BAFO):**

- A. The respondents presenting the proposals with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
- B. Tarrant County reserves the right, at its sole discretion, to determine if pursuing BAFOs is in the best interest of the County. **The County is under no obligation to pursue BAFOs.**
- C. In the event the County elects not to pursue BAFOs, contract negotiation may be conducted based on final rankings.

**XII. CONTRACT NEGOTIATION:**

- A. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from CSCD.
- B. The County reserves the right, at its sole discretion, to determine if pursuing contract negotiation is in the best interest of the County. The County is under no obligation to pursue contract negotiation.

**XIII. PROHIBITED COMMUNICATION:**

- A. Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the evaluation committee; any member of CSCD; is strictly prohibited. Only communication method(s) approved in this RFP including the pre-proposal conference and faxed questions will be allowed.

**XIV. EVALUATION FACTORS:**

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

The evaluation factors and possible point values are as follows:

- A. VENDOR(s) Qualifications and Experience:..... **0 – 20 Points**
  - Past/Current performance under previous/current CSCD contracts or as an approved service provider.
  - VENDOR’s qualifications (e.g. Experience/Licenses/Certifications of management and staff/Proof of Accreditation).
  - Evidence of VENDOR’s previous accomplishments in providing DWI Education/ DWI Repeat Offender Program/Drug Offender Education Programs within the last five (5) years, and experience working with the target population.

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- B. Responsiveness to the RFP Requirements and Specifications:.....**0 – 10 Points**
  - The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
  - Completion of all aspects and information asked for in this RFP and the attachments thereto.
  
- C. Proposed Approach and Management:.....**0 – 25 Points**
  - VENDOR’s services and program administration, time frames and dates.
  - Other factors such as availability of multiple locations, convenience of hours or location to target population, and VENDOR’s ability to accept some referrals under other funding pools.
  - Additional costs not included in costs score. This information will be obtained from the Proposal Fee Schedule Form located on page 50 of this RFP.
  
- D. References:.....**0 – 15 Points**
  - Past performance under previous/current Public Institutions or Agencies (other than CSCD).
  
- E. Proposed Cost.....**0 – 30 Points**
  - This information will be obtained from the Cost Evaluation Form on page 45 of this RFP
  
- F. **Total Score:**.....**100 Points**

**XV. PROPOSAL SUBMISSION REQUIREMENTS:**

- A. Provide RFP response in the format listed below. Number all pages consecutively. All documentation should be in written format. **Do not include any electronic submission such as CD’s or DVD’s.**

Section 1: Required Forms:

- a. Original & four (4) copies.
- b. Cooperative Purchasing Form
- c. Disadvantaged Business Enterprises Form with HUB certificates. If you are not a DBE firm, mark form “N/A”.
- d. Insurance Certificate will be required
- e. References: List three (3) vendor references on the reference form. Do not include utility companies or Tarrant County. Make sure the reference is able to respond and is aware that you are using them as a reference. Appropriate references are part of the evaluation criteria.

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION,  
DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**STATEMENT OF WORK**

- f. Proposal Signature Form with signature
- g. Addendum Signature Form(s) with signature (if applicable). It is the Respondent's sole responsibility to continue to review the Tarrant County website and retrieve all addendum and related documents that may be posted prior to the RFP due date.
- h. Compliance with Federal and State Laws Form with signature
- i. Deficiencies and Deviations Form
- j. Cost Evaluation Form
- k. Proposal Fee Schedule Form
- l. Proposed Subcontractors Form
- m. Respondent/Subcontractor Information Form

Section 2: Vendor Qualifications and Experience:

- a. Executive Summary – brief narrative highlighting company background and experience related to services required in the RFP.
- b. Qualifications – include resumes, licenses and certifications of management and staff that will operate/manage the services provided to the County.

Section 3: Responsiveness to the RFP Requirements and Specifications:

- a. Provide detailed information on how Vendor proposes to meet or exceed all the RFP requirements.

Section 4: Proposed Approach and Management:

- a. Provide a brief narrative of how you propose to manage the contract services.
- b. Include list of ALL costs not listed in the Cost Evaluation Form included in the RFP on the Proposal Fee Schedule Form. **Costs not listed on the Proposal Fee Schedule Form in the RFP will not be allowed.**

Section 5: Cost Proposal:

- a. Include completed **Cost Evaluation Form** and itemized summary detailing how cost was calculated.



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

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

#### II. DEFINITIONS

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

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

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

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

### III. POLICY GUIDELINES

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

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

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

#### **IV. ADMINISTRATIVE GUIDELINES**

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

**510 Historically Underutilized Businesses Policy**  
*Adopted: Court Order 64788 (December 17, 1990)*  
*Amended: Court Order 69958 (December 7, 1993)*  
*Amended: Court Order 99651 (December 28, 2006)*  
*Amended: Court Order 127875 (June 19, 2018)*



**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

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

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

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

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

**If Respondent is already certified, attach a copy of your certification to this form and return with Proposal.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**TVORS REGISTRATION**

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

**TARRANT TVORS**  
Vendor Online Registration System

*The perfect mix of Cowboys and Culture!*  
**TARRANT COUNTY**

100 E. Weatherford Street  
Fort Worth, Texas 76106  
(817) 884-1111

**Welcome to TVORS!**

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

**Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.**

**Login to TVORS**

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

Keep me signed in on this computer unless I sign out.

**VENDOR LOGIN**

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.

To complete your TVORS registration, you will go through the following steps:

**STEP 1:** Enter company data

**STEP 2:** Enter commodity/service codes (NIGP)  
**Failure to select NIGP code(s), could result in improper bid notification or no notification at all.**

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email [TVORS@TarrantCounty.com](mailto:TVORS@TarrantCounty.com).

To begin the registration process, please click the button below.

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto:TVORS@Tarrantcounty.com) or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**REFERENCES**

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**REFERENCES**

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**

# SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

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

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

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

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

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

**Signature** \_\_\_\_\_ **X**  
Authorized Representative

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**AFTER HOURS EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FOUR (4) COPIES MUST BE RETURNED WITH PROPOSAL!**



Did you sign and submit all  
required forms?

**If not, your Proposal  
will be rejected!**

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION,  
DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_YES \_\_\_\_\_NO

\_\_\_\_\_Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_Partnership consisting of \_\_\_\_\_

\_\_\_\_\_Individual trading as \_\_\_\_\_

\_\_\_\_\_Principal offices are in the city of \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

<b>RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM</b>
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## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.**

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### **DISCLOSURE OF INTERESTED PARTIES**

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### **VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:**

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

### **If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:**

#### **Vendor is NOT EXEMPT and Certifies as follows:**

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87<sup>th</sup> Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87<sup>th</sup> Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).



## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Vendor is EXEMPT from Certification as set out above.

\_\_\_\_\_ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature \_\_\_\_\_ X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FOUR (4) COPIES MUST BE RETURNED WITH PROPOSAL.**



# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- The project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:  
Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

<b>RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM</b>
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**COST EVALUATION FORM**

CSCD does not guarantee a minimum number of offenders/defendants for this service. Charges will be billed directly to Offenders/Defendants.

TYPE OF SERVICE/ESTIMATED NUMBER OF HOURS	ESTIMATED PROBATIONERS QTY	PROGRAM PRICE PER PROBATIONER	EXTENDED PRICE
---	----------------------------	-------------------------------	----------------

**SECTION 1**

DWI Education Classes (12 Group Hours)	<b>1610</b>	x	\$ _____	=	\$ _____
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**SECTION 1 TOTAL PRICE \$ \_\_\_\_\_**

**SECTION 2**

DWI Repeat Offender Classes (30 Group Hours)	<b>513</b>	x	\$ _____	=	\$ _____
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**SECTION 2 TOTAL PRICE \$ \_\_\_\_\_**

**SECTION 3**

Drug Offender Education Classes (15 Group Hours)	<b>573</b>	x	\$ _____	=	\$ _____
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**SECTION 3 TOTAL PRICE \$ \_\_\_\_\_**

**The Original and Four (4) Copies of this form Must be Returned with Proposal!**





**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION,  
DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**PROPOSER/SUBCONTRACTOR INFORMATION**

An authorized representative of Proposer/Subcontractor who is legally authorized to certify the information requested in the name of and on behalf of the Proposer/Subcontractor is required to complete and sign the Required Certifications. All of the requested information and certifications must be provided in order to be eligible for award. Proposer/Subcontractor's authorized representative must certify as to the truth of the representations made by signing where indicated below.

<b>Proposer/Subcontractor Information</b>	
<b>Name:</b>	
<b>Entity's Legal Form:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
<b>Address:</b>	
<b>Designated Contact:</b>	
<b>Phone:</b>	
<b>Fax:</b>	

The undersigned: (1) recognizes that the following representatives are submitted for the express purpose of assisting Tarrant County in making a determination to award a contract and/or approve a subcontract; (2) acknowledges and agrees by submitting the Certification, that the County may at its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony; and (4) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

\_\_\_\_\_  
Signature of Proposer/Subcontractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Entity

**THE ORIGINAL AND FOUR (4) COPIES OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!**

Please cut out and affix to the outside of your response package



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

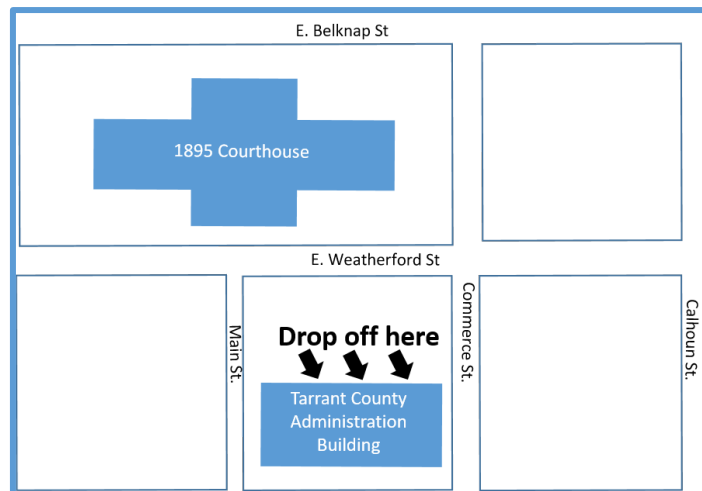
**RFP No. 2022-088A**

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID DWI EDUCATION, DWI REPEAT OFFENDER PROGRAM AND DRUG OFFENDER EDUCATION PROGRAM**

**Due Date: May 16, 2022 at 2:00 PM. CST**

**Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104**

Street View



Building View

