



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. 2022-137A

**REQUEST FOR PROPOSALS FOR
ANNUAL CONTRACT FOR
OFFENDER/DEFENDANT-PAID
BATTERER'S INTERVENTION AND
PREVENTION PROGRAM AND HIGH-RISK
BATTERER'S INTERVENTION AND
PREVENTION PROGRAM**

**PROPOSALS DUE JULY 21, 2022
2:00 P.M. CST**

RFP NO. 2022-137A

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

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR
OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION
PROGRAM AND HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION PROGRAM**

Tarrant County is soliciting proposals for its **RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION PROGRAM AND HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION 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 (1) 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. 2022-137 for this services, 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 JULY 21, 2022 AT 2:00 P.M. CST

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.

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.

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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

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, Wednesday, July 6, 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.

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.

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.

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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.

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. 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.**

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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.

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.

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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.

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:** Vendor(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing, through June 30, 2024. At Tarrant County's and CSCD's option and approval by the Vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTION:** Tarrant County and Tarrant County CSCD reserve the right to exercise an option to renew the contract of the Respondent for three (3) additional twelve (12) month 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 Vendor 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 Vendor 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 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 on the Tarrant County website.
 - A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the proposal.**

_____Yes _____No

- 1) If you, the Vendor, checked Yes, the following will apply:
 - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the 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.
 - 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 Vendor and each governmental entity.

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- 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 bid will 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 should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

363.	HUMBLE ISD	423.	NOLAN COUNTY	483.	TEMPLE COLLEGE
364.	HUNT COUNTY	424.	NORMANGEE ISD	484.	TERRELL ISD
365.	HURST EULESS BEDFORD ISD	425.	NORTH CENTRAL TX CNCL OF GOVS	485.	TEXARKANA ISD
366.	HUTCHINSON COUNTY	426.	NORTH TX MUNICIPAL WATER DIST	486.	TEXAS A&M UNIV AT COMMERCE
367.	IDEA PUBLIC SCHOOLS	427.	NORTH TEXAS TOLLWAY AUTH	487.	TEXAS A&M UNIVERSITY-KINGSVILLE
368.	IRVING ISD	428.	NORTHWEST ISD	488.	TEXAS A & M UNIV.-TEXARKANA
369.	JACK COUNTY	429.	NUECES COUNTY	489.	TEXAS ALCOHOLIC BEVERAGE COMM.
370.	JASPER COUNTY	430.	OCHILTREE COUNTY	490.	TEXAS DEPT. OF PARK/WILDLIFE
371.	JEFFERSON COUNTY	431.	OLTON POLICE DEPARTMENT	491.	TEXAS DEPT. OF PUBLIC SAFETY
372.	JEFFERSON CNTY DRAIN. DIST #7	432.	ORANGE COUNTY	492.	Tx TECH UNIV HEALTH SCI CTR EL PASO
373.	JIM WELLS COUNTY	433.	ORANGE CNTY DRAINAGE DIST	493.	TEXAS WOMAN'S UNIVERSITY
374.	JOHNSON COUNTY	434.	PALO PINTO COUNTY	494.	THE WOODLANDS TOWNSHIP
375.	JOHNSON COUNTY SUD	435.	PANOLA COUNTY	495.	TITUS COUNTY
376.	JOSHUA ISD	436.	PARADISE ISD	496.	TML MULTIST. INTERGOV....
377.	KARNES COUNTY	437.	PARKER COUNTY	497.	TOM GREEN COUNTY
378.	KAUFMAN COUNTY	438.	PARKER CNTY EMG SERV DISTRICT 1	498.	TOWN OF ADDISON
379.	KAUFMAN ISD	439.	PARMER COUNTY	499.	TOWN OF ARGYLE
380.	KELLER ISD	440.	PASADENA ISD	500.	TOWN OF BARTONVILLE
381.	KENNEDALE ISD	441.	PLANO ISD	501.	TOWN OF DOUBLE OAK
382.	KERENS ISD	442.	POTTER COUNTY	502.	TOWN OF EDGECLIFF VILLAGE
383.	KINNEY COUNTY	443.	PUBLIC TRANSIT SVC OF MIN.WELLS	503.	TOWN OF FAIRVIEW
384.	KRUM ISD	444.	QUINLAN ISD	504.	TOWN OF FLOWER MOUND
385.	LAKE DALLAS ISD	445.	RAINS COUNTY ESD #1	505.	TOWN OF HICKORY CREEK
386.	LAKE WORTH ISD	446.	RANCHO VIEJO POLICE DEPT.	506.	TOWN OF HIGHLAND PARK
387.	LAMAR COUNTY	447.	RANDALL COUNTY	507.	TOWN OF LAKESIDE
388.	LAMB COUNTY	448.	RED OAK ISD	508.	TOWN OF LITTLE ELM
389.	LAMPASAS COUNTY	449.	RED RIVER COUNTY	509.	TOWN OF NORTHLAKE
390.	LAVON POLICE DEPARTMENT	450.	REFUGIO COUNTY	510.	TOWN OF PANTEGO
391.	LEON COUNTY	451.	REG 9 Ed SVCE CENTER OF WICHITA	511.	TOWN OF PECOS CITY
392.	LEONARD ISD	452.	REGION 11 EDU SERVICE CENTER	512.	TOWN OF PONDER
393.	LEWISVILLE ISD	453.	RICHARDSON ISD	513.	TOWN OF PROSPER
394.	LIMESTONE COUNTY	454.	ROBERTSON COUNTY	514.	TOWN OF PROVIDENCE VILLAGE
395.	LITTLE ELM ISD	455.	ROCKWALL COUNTY	515.	TOWN OF SUNNYVALE
396.	LOVEJOY ISD	456.	ROUND ROCK ISD	516.	TOWN OF TROPHY CLUB
397.	LOWRY CROSSING VOL FIRE DEPT.	457.	SAM RAYBURN ISD	517.	TOWN OF WESTLAKE
398.	LUBBOCK COUNTY	458.	SAN JACINTO COM COLL DIST.	518.	TOWN OF WESTOVER HILLS
399.	MANSFIELD ISD	459.	SAN PATRICIO COUNTY	519.	TRAVIS COUNTY
400.	MAVERICK COUNTY	460.	SCHLEICHER COUNTY	520.	TRAVIS CNTY EMG SVCS DIST No.6
401.	McKINNEY ISD	461.	SEABROOK VOL FIRE DEPT.	521.	TRAVIS CNTY HEALTHCARE DISTRICT
402.	McLENNAN COUNTY	462.	SR. CYR RES &PUBLIC...HUNT CNTY	522.	TRINITY RIVER AUTHORITY
403.	McLENNAN COMM. COLLEGE	463.	SEVEN POINTS FIRE RESCUE	523.	TYLER JUNIOR COLLEGE
404.	MARILEE SPECIAL UTILITY DIST.	464.	SHERMAN ISD	524.	U.S. MARSHALS SERVICE
405.	MEDINA VALLEY ISD	465.	SMITH COUNTY	525.	UNIVERSITY OF NORTH TEXAS
406.	MHMR OF TARRANT COUNTY	466.	SPRINGTOWN ISD	526.	UNIV OF N. Tx HEALTH SCIENCE CTR
407.	MIDLAND COUNTY	467.	SOUTH MONTGOMERY FIRE DEPT	527.	UNIVERSITY OF TEXAS AT ARLINGTON
408.	MIDLAND ISD	468.	SOUTH TEXAS COLLEGE	528.	UNIVERSITY OF TEXAS AT DALLAS
409.	MIDWAY ISD	469.	SPAN, INC.	529.	UNIV OF TX MD AND. CANCER CTR
410.	MILAM COUNTY	470.	STARR COUNTY	530.	UPPER TRINITY REG WATER DIST.
411.	MILLS COUNTY	471.	STEPHENS COUNTY	531.	UPSHUR COUNTY
412.	MITCHELL COUNTY	472.	STERLING COUNTY	532.	UPTON COUNTY
413.	MONAHANS WICKETT PYOTE ISD	473.	STONEWALL COUNTY	533.	VAL VERDE COUNTY
414.	MONTGOMERY COUNTY	474.	TARLETON STATE UNIVERSITY	534.	VAN ALSTYNE ISD
415.	MONTGOMERY CNTY ESC 10	475.	TARRANT APPRAISAL DISTRICT	535.	VAN ZANDT COUNTY
416.	MONTGOMERY CNTY HOSP DIST.	476.	TARRANT CNTY 9-1-1 EMG Ass DIST	536.	VERNON ISD
417.	MOUNT PLEASANT POLICE DEPT.	477.	TARRANT COUNTY COLLEGE DIST.	537.	VICTORIA COUNTY
418.	MOUNT VERNON POLICE DEPT.	478.	TARRANT CTY EMG SVCS DISTRICT 1	538.	WACO ISD
419.	NACOGDOCHES COUNTY	479.	TARRANT COUNTY HOSP DIST	539.	WALKER COUNTY
420.	NAVARRO COUNTY	480.	TARRANT CTY WORKFORCE DEV Bd	540.	WALLER COUNTY
421.	NEVADA VOL. FIRE DEPT.	481.	TARRANT REGIONAL WATER DIST	541.	WARD COUNTY
422.	NEW CANEY ISD	482.	TAYLOR COUNTY	542.	WAXAHACHIE ISD

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- 543. WEATHERFORD COLLEGE
- 544. WEATHERFORD ISD
- 545. WEBB CONSOLIDATED ISD
- 546. WEST TEXAS A&M UNIVERSITY
- 547. WESTMINSTER FIRE DEPT.
- 548. WESTON VOLUNTEER FIRE DEPT
- 549. WHITE SETTLEMENT ISD
- 550. WILLIAMSON COUNTY
- 551. WILLIAMSON CNTY EMG Svcs DIST #3
- 552. WILSON COUNTY
- 553. WINKLER COUNTY
- 554. WINNSBORO HOUSING AUTHORITY
- 555. WINNSBORO ISD
- 556. WISE COUNTY
- 557. WOOD COUNTY
- 558. YMCA OF METROPOLITAN DALLAS
- 559. YOUNG COUNTY
- 560. ZAPATA COUNTY

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. MINIMUM INSURANCE REQUIREMENTS:

1. Insurance: 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 or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, 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/omissions/operations hereunder, whether such actions/omissions/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 under workers compensation disability benefits, and other similar employee benefit actions;
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR(s) employees;
 - 3) Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR's employees;
 - 4) Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR(s), or by (b) any other Person;
 - 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 6) Claims for damages based on violations of civil rights;
 - 7) Claims for damages arising from fire and lightning and other casualties.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 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. Certification/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.

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 fingerprint-based 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, a clear copy of employee's driver's license, and a copy of employee's social security card 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 duration of the contract.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when 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 suspect 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.
 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 data centers 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 Batterer's Intervention and Prevention Programs (BIPP) 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.
 6. Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to an employee of CSCD or for unallowable cost. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of services.

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7. 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.
8. 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.
9. Health and Safety. VENDOR(s) shall ensure that adequate measures are taken to protect the health and safety of each offender/defendant while receiving Services.
10. Staff Training. VENDOR(s) shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.
11. 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.
12. 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).
13. No Subcontractors. No subcontractor may be utilized by VENDOR(s) unless CSCD has furnished prior written approval.

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14. Placement of Offenders/Defendants. CSCD shall have sole authority to assign and transfer offenders/defendants to and from the facility or program and, as appropriate, may specify services for any such offenders/defendants during the term of this AGREEMENT.
15. 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.
16. 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.
17. 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-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begin after CSCD has made the final payment in accordance with this Agreement. At the end of the five-year period, VENDOR(s) will request disposition instructions from CSCD.
18. 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.
19. 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.

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20. 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.
21. 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.
22. 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.
23. 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.
24. Withhold Payment. CSCD may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the CSCD'S delivery to VENDOR a notice that amounts paid are to be returned to CSCD.

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25. Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.
26. Payments to VENDOR. VENDOR shall submit monthly Invoices (in writing or electronically) as required herein and shall receive Payments from CSCD based there on, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of SERVICES performed during the invoice period, including the names of all offenders served, the service provided, and the amount of time rendered with each. CSCD agrees to pay VENDOR within thirty (30) days after the receipt of the Monthly Invoice.
27. Discharges for Offender Absence. Offenders on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.
28. Peer or Group-Controlled meetings. The VENDOR(s) shall not, under any circumstances, bill offender/defendant for peer or group-controlled meetings and such meeting shall not be counted toward the minimum treatment/counseling session requirements set forth herein.
29. Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR(s) must have available for DEPARTMENT'S inspection records to support performance of those measures outlined in Section III. STANDARD PERFORMANCE MEASURES.
30. Other Revenues for Additional Services. The VENDOR(s) may collect additional revenues from other sources only for services exceeding those requirements in Section I.
31. Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the offender/defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender/defendant under this AGREEMENT.
32. 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 (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.
- 33. 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. 26 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.
- 34. Default by CSCD. The following shall constitute an Event of Default on the part of CSCD: failure by CSCD to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 35. Remedy of VENDOR. Upon an Event of Default by CSCD, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from CSCD for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 36. 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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37. 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.
38. 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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39. 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.
40. 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.
41. Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
42. 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.
43. 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.
44. 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.
45. Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
46. 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.
47. 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.
48. 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 Batterer's Intervention and Prevention Programs 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 XV.
 2. Tarrant County and CSCD are under no obligation to pursue contract negotiation or make an award.
 3. CSCD retains the right to obtain Batterer's Intervention and Prevention Program accreditation to provide services to indigent or other offenders/defendants the CSCD deems appropriate.

III. STANDARDS FOR SERVICE:

- A. **Acknowledgement of Texas Department of Criminal Justice Community Justice Assistance Division Battering Intervention and Prevention Program (BIPP) Accreditation Guidelines and Article 42.141, TEX. Code of Criminal Procedure.**

NOTE: If RFP Standards of Service are less restrictive than TDCJ-CJAD guidelines and Article 42.141, Tex. Code of Criminal Procedure, TDCJ-CJAD guidelines and Article 42.141, Tex. Code of Criminal Procedure 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 58 CSCD will evaluate the subcontractors as part of the VENDOR'S RFP.

C. 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.

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- 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 pages 12 and 13 of the RFP is either in force and/or available upon VENDOR'S request.
- 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.

D. PROVISION OF SERVICES

All Services proposed for Batterer's Intervention and Prevention Programs must be provided by the VENDOR(s) for the term of the contract. All Batterer's Intervention and Prevention Programs proposed or required by the proposal must be provided by or through the VENDOR(s).

- 1. Written Payment Policy and Fee Schedule: The VENDOR(s) will develop a written payment policy and fee schedule that establishes that payment is due at the time services are rendered and a process for clearly communicating to offenders/defendants that financial consequences are one method of being held accountable for their behavior. VENDOR(s) will have offender/defendant sign written payment policy and fee schedule at intake appointment. A copy shall be given to offender/defendant and a copy retained in offender/defendant file. VENDOR(s) shall collect offender/defendant payments for service. **VENDOR(s) will not terminate/discharge offender/defendant for non-payment until CSCD or Court has authorized termination/discharge for non-payment.**
- 2. 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

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subsidy. The total number of qualified clients CSCD approves 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. The Vendor may use their discretion to reduce program costs to address income-based hardships. The VENDOR may not charge a rate higher than what is listed on the Cost Evaluation Form and Proposal Fee Schedule Form in response to this RFP. If the fees are reduced by CSCD approval or through VENDOR discretion the fees cannot be raised above the adjusted amount for the remainder of the program. If the offender/defendant fee schedule is amended at any point during the program the VENDOR shall notify the supervision officer. If the VENDOR reduces a client's fee the client does not count towards the 10% of the total population allowed for CSCD financial relief approval.

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.

3. Translation Services: The VENDOR(s) must establish a program to provide translation services for non-English speaking offenders/defendants. Forms must be available in English and Spanish. VENDOR(s) should include translation services program plan in response to this RFP.
4. Certification/Accreditation: The VENDOR(s) must have and maintain Certification/Accreditation with Texas Department of Criminal Justice Community Justice Assistance Division. If VENDOR(s) does not have Accreditation at the time of this RFP, VENDOR(s) must show proof that they have started the process of Accreditation. VENDOR(s) will not receive referrals until accreditation is completed and proof provided to CSCD.
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. Record Keeping: VENDOR(s) shall develop and document record keeping policies and procedures that promote victim safety and confidentiality. This policy should state that separate files shall be maintained for offenders/defendants and victims. The only victim information that can be included in offenders'/defendants' file is the victim's name, address, and phone numbers, only if provided by the respective offender/defendant for the purposes of victim/partner contact.

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7. Assessment: VENDOR(s) shall conduct an assessment which focuses on holding offender/defendant accountable for their abusive behaviors and violence and keeping victims safe. During assessment, VENDOR(s) shall gather information as to offender's/defendant's appropriateness for program participation and the possible need for referral.
- a. VENDOR(s) shall obtain the following information directly from offenders/defendants:
- 1) Accurate and detailed description of the most recent violent incident towards victim;
 - 2) Any past use of violence towards victims, including any, sexual abuse towards the victim and others;
 - 3) Nature of current relationship with victim;
 - 4) Substance abuse;
 - 5) And other abusive behaviors (i.e., animal/pet abuse)
- b. Assessments can be enhanced by including:
- 1) History of threats, assaults, ideation of homicide or suicide, and attempts of homicide or suicide;
 - 2) Possession of, access to, or a history of using weapons;
 - 3) Degree of persistent focus on partner actions, whereabouts, friends;
 - 4) History of head trauma injuries;
 - 5) History of episodes of blackouts;
 - 6) History of mental health conditions, and current mental health status;
 - 7) History of abuse and/or trauma as a child.
- c. VENDOR(s) shall establish a written agreement that clearly delineates offenders'/defendants' obligations to the program and consequences for non-compliance. The agreement shall be reviewed with and signed by the offender/defendant. This agreement shall include the following offender/defendant obligations:
- 1) Cooperation with group rules;
 - 2) Compliance with the written attendance policy;
 - 3) Cessation of violent, abusive, threatening, and controlling behaviors, including stalking and violation of a protective order;
 - 4) Non-abusive, non-controlling, and non-intimidating behavior toward other group participants and group facilitators;

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- 5) Agreement to be drug and alcohol free at the time intervention services are provided; and
 - 6) Compliance with financial agreements made with the program.
- d. VENDOR(s) shall establish a written agreement that clearly delineates the obligations of the program to offender/defendant. A copy of the agreement shall be reviewed with offender/defendant at the time of assessment or orientation. The content of the written agreement shall include the program's obligation to provide:
- 1) Fair and humane treatment and services in a manner that offender/defendant can understand;
 - 2) A copy of all written agreements;
 - 3) A copy of the limits of confidentiality;
 - 4) A copy of the criteria for exiting the program (including completion and termination)
 - 5) Notification to offender/defendant of changes in group time and schedules;
 - 6) Compliance with anti-discrimination laws and all applicable state and federal laws;
 - 7) A report every month after assessment is completed to CSCD regarding offenders'/defendants' compliance status. Progress reports shall include elements such as attendance, level of participation, level of accountability, and may include fee balance.
 - 8) A report within five (5) working days to CSCD, if any, of any known law violation, incidents of physical violence, and/or termination from the Batterer's Intervention and Prevention Program;
 - 9) A report to offender/defendant regarding their status and participation, if requested; and
 - 10) A copy of the fee schedule.
 - 11) A copy of the offender/defendant grievance procedure.

NOTE: VENDOR(s) should include description of assessment procedures in response to this RFP.

8. Vendor shall notify and provide an explanation why an individual is deemed inappropriate to the referral source for battering intervention and prevention program services. VENDOR can make recommendation to the CSCD for additional services for treatment. Offender/defendant with severe mental health problems (chronic depression, personality disorders, or suicidal or

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homicidal ideation), disruptive behavior, substance abuse problems, and/or generalized violence may not be appropriate for the program and should be referred back to the CSCD. Programs and VENDORS should comply with the Americans with Disabilities Act. Offender/defendants who have a qualifying diagnosis, behavior, or ideation cannot be considered an inappropriate placement unless they are currently unstable.

9. VENDOR(s) shall notify assigned CSO in writing by fax the next business day after the defendant has started the program.
10. Group Participants:
 - a. Men's groups shall not include female offenders/defendants.
 - b. Females mandated by a court order into a Batterers Intervention and Prevention program should be placed in a women's group.
 - c. Female same-sex offender/defendant should not be placed in female heterosexual groups.
 - d. Male same-sex offender/defendant should not be placed in male heterosexual groups.
 - e. A female victim voluntarily requesting to receive Batterers Intervention Prevention Program services from a VENDOR(s) should not be placed in a female mandated group.
 - f. VENDOR(s) should screen victims voluntarily requesting to receive intervention services to assure that coercion is not taking place. Victims should be provided with appropriate referral information for victim services

NOTE: VENDOR should use their professional judgement and guidance provided by TDCJ CJAD when assigning offenders/defendants to a group. If a defendant cannot appropriately be assigned to a group VENDOR should staff with CSCD to determine if individual sessions or referral to another agency would be more appropriate.

11. Group Format: VENDOR(s) shall offer services in which the primary approach is direct intervention with offenders/defendants that holds offenders/defendants accountable for their abusive behavior. Facilitators shall avoid colluding and shall encourage offenders/defendants to work towards positive behavioral changes.
 - a. During group sessions the following examples are elements that will enhance group format:
 - 1) Limit groups to 15 offenders/defendants; co-facilitated groups to 20 offenders/defendants. Assigning a consistent facilitator(s) to each group.

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- 2) Arranging seating so offenders/defendants face each other.
- 3) Facilitating a "check-in" at the beginning of each session in which offenders/defendants report on the family violence related incident that brought them to the accredited program including current and past abusive behavior;
- 4) Incorporating role-play activities, groups exercises and other interactive assignments;
- 5) Facilitating a wrap-up concluding each session to provide closure and to de-escalate heightened emotion while affirming the covered topics;
- 6) Assigning homework including any reflection activities, and/or projects that allows offenders/defendants to apply and further explore concepts;
- 7) Encouraging offenders/defendants who are ready for change to engage in elements of community service of community restitution designed to expand offenders'/defendants' understanding of family violence and involvement in its prevention beyond the content of their weekly sessions;
- 8) Implementing programming beyond the BIPP duration minimums that promote violence prevention, self-help, and social support. This additional programming should reinforce the maintenance of non-violence, continue community service begun during group sessions, and addresses any additional issues e.g., parenting, job stress, intimacy, previous trauma, financial management, etc.

NOTE: VENDOR(s) should include description of Group Format in response to this RFP.

12. Program Format:

a. **Batterers Intervention and Prevention Program:**

- 1) Program shall have at least 36 group hours and a minimum of 18 weekly sessions. Assessment and Orientation do not count towards group hours.
- 2) No more than 1 session per week
- 3) If offender/defendant is not progressing in program group sessions and hours should be extended past minimum session requirement.
- 4) If a recommendation for extension is made offender/defendants assigned supervision officer should be contacted for notification and approval.

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- b. High-Risk Batterers Intervention and Prevention Program:**
- 1) Program shall have at least 54 group hours and a minimum of 27 weekly sessions. Assessment and Orientation do not count towards group hours.
 - 2) No more than 1 session per week
 - 3) If offender/defendant is not progressing in program group sessions and hours should be extended past minimum session requirement.
 - 4) If recommendation for extension is made a team meeting should be scheduled with assigned supervision officer.
 - 5) Once a month team meeting including CSCD and VENDOR staff. Additional team members may vary as appropriate to meet offender/defendant needs.
13. Program Curriculum: VENDOR(s) shall use a written curriculum that has been approved by TDCJ-CJAD and is designed to end violence and abuse. The program curriculum shall be based on an intervention model that recognizes battering as the result of one person in an intimate relationship systematically using tactics of emotional and physical abuse to maintain power and control over the other. The program curriculum shall use approaches that encourage positive behavioral change without shaming offenders/defendants as well as approaches that create dialogue and do not solely lecture to offenders/defendants.
- NOTE:** Requirements for program format and curriculum can be referenced from the BIPP Accreditation Guidelines (Exhibit A). Implementation of BIPP Accreditation Guidelines best practices is encouraged when possible.
14. Case Records: VENDOR(s) shall develop and maintain a centralized case record management system on offenders/defendants receiving Batterers Intervention Prevention Program Services. Files shall be kept for a period of five (5) years after offenders/defendants complete or are terminated from the program. A case records management system includes, but is not limited to:
- a. Assessments;
 - b. Signed written agreements, including termination policy, program obligations and offender's/defendant's obligations, and consequences for non-compliance;
 - c. Confidentiality and limits of confidentiality;
 - d. Signed group rules;

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- e. Progress reports to CSCD every month after assessment is completed. Progress report should provide CSCD explicit details about what the offenders/defendants are learning in class, their behavior, their meeting attendance, and participation requirements. Copies of the compliance/attendance reports shall be kept in offender's/defendant's files.
 - 1) This documentation includes reports made within one (1) working days to CSCD of any known law violations, incidents of physical violence disclosed by offenders/defendants, and/or termination from the Batterer's Intervention and Prevention Program.
 - f. VENDOR(s) shall document all treatment services in the offender's/defendant's record within 72 hours, including the date, nature, and duration of the contact, and the signature and credentials of the person providing the service.
 - g. The VENDOR(s) shall document the offender's/defendant's level of participation and compliance with treatment goals and objectives on the monthly progress report provided to CSCD.
 - h. The VENDOR(s) must submit Monthly progress report to the Community Supervision Officer (CSO) by the 10th business day of the next month.
 - i. Offender's/Defendant's sworn statement of acknowledgement, if applicable. The only victim information that can be included in offenders'/defendants' files is the victim's name, address, and phone numbers, if provided by an offender/defendant. If an offender/defendant does not know the victim information, the VENDOR(s) shall have the offender/defendant sign a statement that they do not know this information;
 - j. Attendance records;
 - k. Referrals to other services and agencies;
 - l. Individualized plan; and
 - m. Payment schedule.
15. Absences:
- a. VENDOR(s) shall notify assigned CSO in writing by fax no later than 8:00 a.m. the next business day, of offenders/defendants who fail to show for their scheduled intake and/or fail to show for group/individual sessions.

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- b. Attendance is a key element in completing the program successfully.
 - 1) Should an offender/defendant miss a minimum of two (2) individual or group sessions, excused or unexcused, the program should make reasonable effort to reschedule a missed individual session or cover group material during the next regularly scheduled individual session. VENDOR(s) should include in response to this RFP, a description of session make-up procedures.
 - 2) Offenders/defendants are allowed to make up excused group absence at a later date **during the same week**.
- c. Due to the amount of content and the limitations of making up for missed sessions the VENDOR(s) shall discharge offender/defendant who have the following absences:
 - 1) Three (3) consecutive absences
 - 2) Total of five (5) absences

NOTE: Only hospitalization lasting less than one (1) month, illness with doctor's note, Court appearances or temporary incarceration due to court action shall be considered an excused absence. All other reasons are considered by CSCD as unexcused.

- 16. **Termination/Discharge:** VENDOR(s) shall develop a policy and create criteria for offenders/defendants exiting the program to ensure that decisions regarding program completion are consistent and objective for each offender/defendant. A written copy of the criteria for offenders/defendants exiting the program shall be provided to the offender/defendant when the assessment is conducted. This includes providing the criteria to the offender/defendant and CSCD.
 - a. Prior to termination discharge, VENDOR(s) shall schedule and coordinate with offender's/defendant's community supervision officer or designee to evaluate if any additional services are required for offender/defendant. If the discharge criteria are met as defined in the offender/defendant's policy and criteria on exiting the program developed during the assessment, the VENDOR shall discharge the defendant, unless it is determined through the coordinated meeting that there are extenuating circumstances to justify not exiting the offender/defendant from the program at that time. The VENDOR shall use their professional judgment to determine if the extenuating circumstances justify not exiting the offender/defendant at that time. The VENDOR shall evaluate if any additional services are recommended for the offender/defendant.
 - b. A copy of each offender's/defendant's exit plan and summary shall be submitted to CSCD within five (5) days of such exit regardless of discharge reason.

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Exit report shall include the following elements:

- 1) Attendance
 - 2) Level of Participation
 - 3) Participant's level of taking accountability
- c. Under no circumstances may the VENDOR(s) exit any offender/defendant without having first furnished the CSCD with written notification thereof.
- d. The VENDOR shall notify the offender/defendant they have been discharged/exited from the program and how they met the exiting criteria created during the assessment.

Offender/defendant will exit by either Satisfactory Program Completion which includes but is not limited to:

- a. Completion of orientation and assessment;
- b. Completion of the required number of sessions as directed by the program.
- c. Full payment of fees; and
- d. Compliance with program rules.

Or by Termination which includes, but is not limited to:

- a. Continued abuse, particularly physical violence;
- b. Non-attendance;
- c. Non-compliance with other intervention conditions or provisions that are part of the offenders'/defendants' written agreement.
- d. Non-compliance with fee payment;
- e. Violation of program and/or group rules; and
- f. Frequent and/or continued use of manipulation or disruptive behavior during group sessions.

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.

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- 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 ensure 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.
 - 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 Batterer's Intervention and Prevention 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.

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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 Batter's Intervention and Prevention Program.

VIII. TRAINING AND ORIENTATION:

- A. The VENDOR(s) shall agree to provide, at no additional cost to Tarrant County CSCD, full employee training regarding Batterer's Intervention and Prevention Programs. Under this paragraph, training needs will be determined by Tarrant County CSCD.

NOTE: Tarrant County CSCD shall approve the content of any training offered.

IX. 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.

X. 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.

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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.

XI. 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 VENDORS(s) or prospective VENDOR(s) in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning any provision(s) of this RFP, the CSCD may adopt an interpretation(s) most advantageous to the CSCD. The CSCD may, at its discretion, request VENDOR (s) to make an oral presentation to CSCD and/or its designee(s) in support of their proposals. Upon review of proposals, CSCD may select the proposal(s) which in its judgment is (are) most advantageous to the CSCD and thereupon select the VENDOR(s) with whom to negotiate a contract(s). Such determination shall be solely at the discretion of 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 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 Batterer's Intervention and Prevention 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 Batterer's Intervention Prevention Programs and shall furnish CSCD with a copy of each agreement.

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3. Each VENDOR(s) who provides and/or enters into a contract or agreement to provide Batterer's Intervention Prevention Programs and to a department or program other than CSCD shall offer to CSCD the option of accepting any of the same Batterer's Intervention Prevention 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. 73-87 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.

XII. 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.

XIII. 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.

XIV. 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.

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XV. EVALUATION FACTORS:

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**
 - Evidence of VENDOR’s previous accomplishments in providing Batterer’s Intervention and Prevention Services and treatment within the last five (5) years, and experience working with the target population.
 - VENDOR’s qualifications (e.g. Experience/Licenses/ Certifications of management and staff/Proof of Accreditation).
 - Past/Current performance under previous/current CSCD contracts or as an approved service provider.

- 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 treatment operational plan and time frames and dates.
 - VENDOR’s program performance measures, evaluation, and monitoring procedures.
 - Other factors such as availability of multiple locations, convenience of hours or location to target population, and VENDOR’s ability to accept some referrals under other funding pools.
 - Additional costs not included in costs score. This information will be obtained from the Proposal Fee Schedule Form located on page 56 of this RFP.

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- 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 55 of this RFP
- F. **Total Score.....100 Points**

XVI. 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 DVDs.**

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.
- 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

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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 associated with Offender/Defendant-Paid Batterer's Intervention and Prevention Programs Services included in the RFP. **Costs not listed in the RFP will not be allowed.**

Section 5: Cost Proposal:

- a. Include completed Proposal 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)

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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

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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/>

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to 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.

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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!

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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!

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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!**

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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: _____

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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 87th 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 87th 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).

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR
OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION
PROGRAM AND HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION PROGRAM**

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 87th 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 87th 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!

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR
OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION
PROGRAM AND HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION PROGRAM**

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).

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

REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION PROGRAM AND HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION PROGRAM
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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	PROGRAM PRICE PER PROBATIONER	EXTENDED PRICE
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SECTION 1

Batterers Intervention and Prevention program (36 Group Hours)	300	x \$ _____	= \$ _____	
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SECTION 1 TOTAL PRICE \$ _____

SECTION 2

High-Risk Batterers Intervention and Prevention Program (54 Group Hours)	150	x \$ _____	= \$ _____	
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SECTION 2 TOTAL PRICE \$ _____

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

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR
OFFENDER/DEFENDANT-PAID BATTERER'S INTERVENTION AND PREVENTION PROGRAM AND
HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION 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.

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

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 form Must be Returned with the Proposal!

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



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

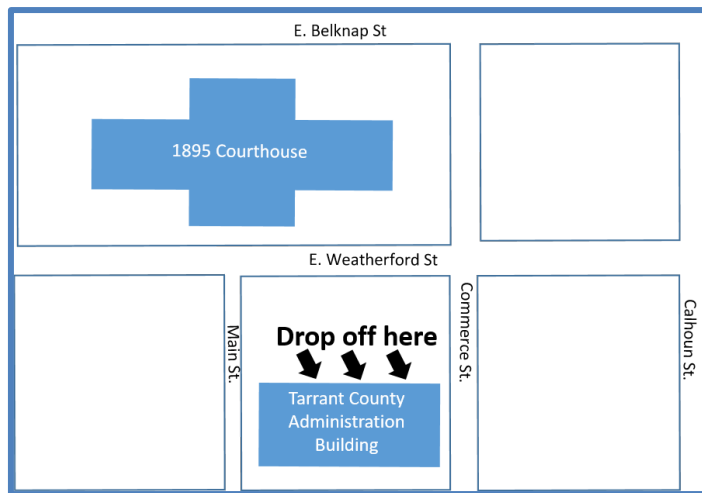
RFP No. 2022-137A

**RFP FOR ANNUAL CONTRACT FOR OFFENDER/DEFENDANT-PAID
BATTERER'S INTERVENTION AND PREVENTION PROGRAM AND
HIGH-RISK BATTERER'S INTERVENTION AND PREVENTION**

Due Date: JULY 21, 2022 AT 2:00 P.M. 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

