

Company Name:

MELISSA LEE, C.P.M., A.P.P. PURCHASING AGENT CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFQ NO. 2023-107

REQUEST FOR QUALIFICATIONS FOR ANNUAL CONTRACT FOR JUVENILE RESIDENTIAL SERVICES

RESPONSES DUE APRIL 24, 2023 2:00 P.M. CST

RFQ NO. 2023-107

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

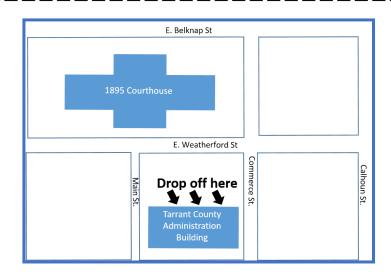
TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RFQ No. 2023-107

REQUEST FOR QUALIFICATIONS FOR ANNUAL CONTRACT FOR JUVENILE RESIDENTIAL SERVICES

Due Date: APRIL 24, 2023 at 2:00 PM. CST

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



Street View

Building View

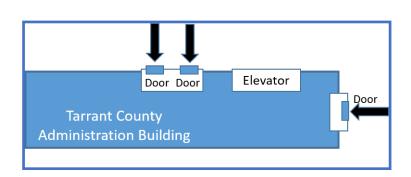


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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFQ package. Respondents are responsible for reading the entire RFQ package and complying with all specifications.

Tarrant County is soliciting qualifications for its ANNUAL CONTRACT FOR JUVENILE RESIDENTIAL SERVICES for JUVENILE SERVICES.

Original and Five (5) Copies

OF
COMPLETE RFQ RESPONSES
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE APRIL 24, 2023 AT 2:00 P.M. CST

All responses are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.

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

Responses 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, responses 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 Commissioners' Court.

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

CALEB ROJO, SENIOR BUYER

Fax: 817-884-2629

Email: <u>BidQuestions-RSVP@tarrantcountytx.gov</u>

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

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, April 11, 2023. 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 Caleb Rojo, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to:

BidQuestions-RSVP@tarrantcountytx.gov

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

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

All 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 form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFQ is issued in compliance with the Chapter 2254 of the Government Code. Negotiations shall be conducted with responsible vendor(s) who submit responses determined to be reasonably susceptible of being selected for award.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. 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 LCG, Texas Government Code, Chapter 552.

Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All responses 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 response and identified as such.

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

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

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

Responses will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies and to make award in the best interest of Tarrant County.

Responses may be rejected, among other reasons, for any of the following specific reasons:

- 1. Responses containing any inconsistencies
- 2. Unbalanced value of any items.

Respondents may be disqualified and their responses 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 (1) Response for the work contemplated.
- 3. Respondent being interested in any litigation against Tarrant County.
- 4. Respondent being in arrears on any existing contract or having defaulted on a previous contract
- 5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
- 6. Uncompleted work which 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.
- Limited competition.

It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders response 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 response.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the 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.

Respondent 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.

TO THE EXTENT PERMITTED BY LAW, VENDOR 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) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(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.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by the Tarrant County Purchasing Department, through August 31, 2024. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options.
- 2. RENEWAL OPTIONS: Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated 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. 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 or seek a new solicitation.

3. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage \$500,000 aggregate
 - 3) Professional Liability as it applies to the position being filled
 - \$1,000,000 per occurrence\$2,000,000 aggregate
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - 1) Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
- 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
- 7) All Contractor's Employees and Assignees must be covered by Contractor with regards to All Workers' Compensation Employer's Liability, Commercial General Liability Insurance as well as all required coverages to comply with the Affordable Care Act.

4. 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 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 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably 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 datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

STATEMENT OF WORK

I. SCOPE:

A. Background: Tarrant County Juvenile Services (TCJS) is the agency charged with administering juvenile probation services for Tarrant County. Tarrant County Juvenile Services embraces a developmental approach to juvenile justice that recognizes the unique needs, capacities, and contexts of adolescents and responds to delinquent behavior in ways that promote healthy, pro-social development and long-term success. Tarrant County Juvenile Services has developed programs and operations with the goal of diverting youth from the juvenile justice system at the earliest appropriate point. The Department works collaboratively with the Juvenile Court to identify the least restrictive environment for the care and rehabilitation of children while assuring community safety. Some juveniles exhaust community-based services and are removed by the Juvenile Court from their home and ordered placed in a residential setting.

TCJS is seeking proposals for a variety of residential care settings, secure and nonsecure, that can provide a safe residential setting for male and or female juvenile offenders. Providers are being sought for a variety of care and treatment needs.

- B. Special Consideration will be given to programs that can provide evidence-based specialized treatment services for both males and females, of particular interest are as follows:
 - 1. Trauma
 - 2. Mental Health
 - Substance Abuse
 - 4. Dual-Diagnosis
 - 5. Intellectual Disabilities or Borderline Functioning IQ's
 - 6. Reactive Attachment Disorder (RAD)
 - 7. Autism Spectrum
 - Suicidal Ideation
 - 9. LGBTQIA
 - 10. Young Offenders (10-13 years of age)
 - History of Aggression
 - 12. Sexual Behaviors
 - 13. Commercial Sexual Exploitation
 - 14. Fire-setting, Arson, or Animal Cruelty
 - 15. Independent Living, and/or Vocational Programs (older juveniles)
 - Female-specific interventions, especially for those with high-risk behaviors
 - 17. Pregnant or Parenting Teens

II. CONTRACT PERIOD:

A. The period of performance for the contract period is anticipated to be from September 1, 2023, through August 31, 2024, with options to renew for two (2) additional one (1) year periods.

III. GENERAL DESCRIPTION:

- A. Tarrant County Juvenile Services is seeking responses from qualified providers interested in providing Residential Services for juveniles between the ages of 10 and 17 who are under the authority of the Juvenile Court. The types of residential facilities being sought include, but are not limited to:
 - Texas Department of Family and Protective Services licensed facilities including:
 - a. Emergency Shelter;
 - b. Short Term Residential Care
 - c. Long Term Residential Care Including Basic, Moderate, Specialized and Intensive levels of care;
 - 2. Child Placing Agency;
 - Texas Department of State Health Services licensed substance abuse treatment programs;
 - 4. Certified Secure Post Adjudication Correctional Facilities;
 - 5. Certified Non-Secure Correctional Facilities, and
 - Out-of-State Licensed Residential Facilities.
- B. When seeking appropriate placement for juveniles, Tarrant County Juvenile Services will provide client background information as well as the specific reason for referral will be provided for the facility's review prior to the scheduled evaluation.

IV. EVALUATION CRITERIA AND AWARD PROCESS:

- A. Only Respondents who have current experience providing services to the targeted or similar population as described in this RFQ will receive award consideration. Preference will be given to Respondents who incorporate strength-based principles, knowledge of cultural and linguistic competence and principles of trauma- responsive care into their responses.
- B. An evaluation committee comprised of Tarrant County Juvenile Services representatives will evaluate and score each response based on established criteria. Respondents shall not contact any members of the evaluation team regarding this RFQ. Responses will be evaluated according to the respondent's ability to best satisfy Tarrant County's requirements. Tarrant County reserves the right to request additional materials and presentations upon receipt of proposals.

- C. Proposals will be reviewed and evaluated by a panel composed of representatives of Tarrant County Juvenile Services. The review panel may schedule interviews with selected proposers. The results of the review panel evaluation shall be presented to the Tarrant County Juvenile Board, which will formally recommend award of a contract(s).
- D. Costs as stated in the proposal will be an important factor in selecting Respondent(s). The quality of the proposed program is the primary consideration. Proposals will be evaluated first based on the criteria described in this RFQ.
- E. Award of contracts will be made to the responsible provider(s) whose proposal is determined to meet all requirements, evaluation criteria and the identified service elements for the targeted population. (Providers considered for award may be contacted for a presentation and negotiation process).
- F. No award or acquisition of services will be made until the Tarrant County Juvenile Board and Commissioners Court approves such action. It is anticipated that the contract award will be September 1, 2023.
- G. Awarding of a contract does not guarantee any number of placements. Placement of youth is determined on individual youth needs.

V. APPLICABLE LAWS AND STANDARDS:

A. The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards, and regulations necessary to perform the services. As an employer, the vendor must comply with all federal, state, and local applicable laws, standards, and regulations with regard to their employees.

VI. RESPONDENT QUALIFICATIONS AND REQUIREMENTS:

- A. The respondent shall be in good financial standing. Notification of sale, dissolution, or merger of the respondent's company, either proposed or realized, must be made to Tarrant County's designated representative as soon as the respondent becomes aware of its possibility. The respondent shall disclose all litigation involving its business related to providing compensation study services within the last five (5) years including the nature and parties of such litigation and its resolution, if any.
- B. Adhere to the terms and conditions identified in this solicitation.
- C. Assign an account manager to be the primary point of contact. The account manager shall remain available throughout the term of the contract as long as that individual is employed by the vendor. If Tarrant County determines the account manager is unable to perform in accordance with the service requirements or to communicate effectively, the account manager shall be replaced at the written request of Tarrant County representatives.
- D. Provide all required study reports exclusively to the Tarrant County designated representatives(s). Other employees will be forbidden to obtain reports or data therein for themselves, associates, or any other person(s).

- E. Provide guidance and interpretation regarding study results to the designated Tarrant County representatives.
- F. Work with Tarrant County representatives to design and coordinate report formats, which could include modifications of existing programs to meet Tarrant County requirements.
- G. Work with Tarrant County representatives and other County departments and personnel to conduct meetings, as needed, including planning sessions, key employee group briefings, and individual and group Commissioners Court briefings.

VII. LICENSE/CERTIFICATION REQUIREMENTS:

- A. The TXDFPS Rate Schedule and Definitions for Level of Care for Secure and Non-Secure Residential Placement guidelines describe the various types of services. See Attachment B. Prospective contractors must provide a copy of applicable Child Care Licensure and/or Certifications from appropriate State Licensing Bureaus or Agencies.
- B. Tarrant County Juvenile Services expects clinical therapeutic services to be delivered by a Master's level or higher provider. This can include staff actively involved in seeking licensure supervised by a Master's level provider. Exceptions must have written approval prior to service being provided.

VIII. RATE OF REIMBURSEMENT:

- A. Proposed reimbursement rates will be based on the best negotiated proposed rate. See Attachment B. Agencies may propose any or all of the services listed. However, Tarrant County reserves the right to make single or multiple awards for the best interest of Tarrant County.
- B. The TJJD Tier Level of Care Rates for Registered Secure and Non-Secure Facilities provide recommended levels of care and guidelines for probation departments and providers to consider when negotiating rates. In all levels of care, services should be designed and offered in a manner that is responsive to each youth's unique strengths and needs. See Attachment C.

IX. PROHIBITED COMMUNICATION:

- A. Any communication regarding this RFQ with any Tarrant County elected official or judiciary; any member of the evaluation committee; or any member of Juvenile Services is strictly prohibited. Only communication methods approved in this RFQ, including the pre-qualification conference and faxed questions, will be allowed.
- B. The evaluation members include the following:
 - 1. Bernice Mack, Deputy Assistant Director
 - 2. Chris Shahan, Senior Casework Supervisor
 - 3. Peggy Rodriguez Montanez, Placement Supervisor

X. REQUIRED FORMS AND PROPOSAL SUBMISSION:

- A. Provide RFQ responses in the format listed below:
 - 1. Number all pages consecutively.
 - 2. All documentation should be in typed format, Arial font, size 12.
 - 3. Do not include any electronic submission as CD's or DVD's.

B. Required Forms:

- 1. RFQ Proposal Signature Form with signature (page 22).
- Compliance with Federal and State Law Form with signature (page 24).
- Addendum Cover Page with signature (if applicable). It is the Respondent's sole
 responsibility to continue to review the Tarrant County website and retrieve all
 addenda and related documents that may be posted prior to the RFQ due date.
- Deficiencies and Deviations Form (page 26).
- 5. Disadvantaged Business Enterprises Form with certifications. If you are not a DBE firm, mark form "N/A" (page 18).
- 6. Proposal Pricing Form (page 28)
- 7. References: List three (3) references on the Vendor References Form (pages 20 & 21).
- Insurance Certificate.
- 9. Completed Juvenile Residential Services Response Form (Attachment A, available from Tarrant County website).

XI. EVALUATION CRITERIA AND AWARD PROCESS:

- A. Only those appropriate licensed or certified facilities, which have current experience providing services to the target or similar population as described in this RFQ will receive award consideration. Preference will be given to Respondents who incorporate strength-based principles, knowledge of cultural and linguistic competence and principles of trauma-responsive care into their responses. It will be important that facilities serving youth referred by TCJS understand and provide effective intervention to address trauma-based needs of this population.
- B. Responses will be reviewed and evaluated by a panel composed of representatives of Tarrant County Juvenile Services. Once Qualification Statements are reviewed and ranked, a short list will be compiled. Providers considered for award may be contacted for additional information, presentation and/or negotiation process.
- C. The responses for the RFQ will be evaluated on the following categories:
 - 1. Responsiveness
 - a. Requested information included and thoroughness of response.
 - b. Documented understanding of the program.

- 2. Agency Experience and Qualifications
 - a. Experience providing residential services.
 - b. Licenses and certifications.
 - c. Staff Qualifications.
- 3. <u>Treatment Services Provided</u>
 - a. Program offered.
 - b. Target Population.
 - c. Location of Services.
- References.
- Cost Daily Rate.
- D. Award of contracts will be made to the responsible vendor(s) whose response(s) is(are) determined to meet all requirements, evaluation criteria and the identified service elements for the targeted population.
- E. The results of the review panel evaluation shall be presented to the Tarrant County Juvenile Board, which will formally recommend award of a contract. No award or acquisition of services can be made until the Tarrant County Juvenile Board and Commissioners Court approves such action. It is anticipated that contract award will be on or after September 1, 2023.
- F. Contract:
 - Successful respondent(s) will be required to sign a Professional Services Contract with Tarrant County, and HB 1295 Form.
- G. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from the Criminal District Attorney and Tarrant County Juvenile Services.
- H. 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.



TARRANT COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also 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.

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

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

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

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County 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, responses 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:
 - Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - Continuing to advertise responses 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 responses 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 responses and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 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)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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 **O** Austin, Texas 78711-3047 (512) 463-5872 North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, Texas 76011 (817) 640-0606

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.

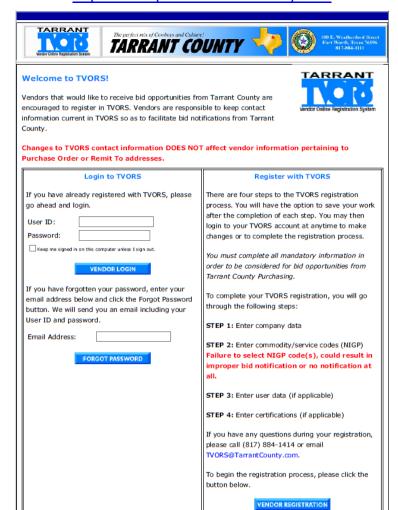
OR

COMPANY NAME:	
REPRESENTATIVE:_	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO	FAX NO
Indicate all that apply	/:
	Minority-Owned Business EnterpriseWomen-Owned Business EnterpriseDisadvantaged Business Enterprise
NOTE: WITHOUT A V HUB/DBE.	ALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A
	NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND

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@tarrantcountytx.gov 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.

<u>REFERENCES</u>

Please list five (5) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Respondent. 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 request. The 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 company has completed a project of similar size and scope of work in the Request. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

Failure to supply required references <u>will</u> deem Respondent as non-responsive and will not be considered for 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.

DO NOT LIST TARRANT COUNTY AS A REFERENCE

	REFERENCE ONE
GOVERNMENT/COMPANY NAME:	
ADDRESS:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
CONTACT PERSON AND TITLE:	
E-MAIL ADDRESS:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH RESPONSE!

REFERENCES

REFERENCE THREE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:
REFERENCE FOUR
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:
REFERENCE FIVE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCES MUST BE RETURNED WITH RESPONSE!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this RFQ 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 response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, Respondent will furnish all items/services upon which price(s) are negotiated upon the terms and conditions contained in the specifications. The period for acceptance of this response will be ninety (90) calendar days.

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

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 RFQ package. *Failure to sign and return this form will result in the rejection of the entire response.*

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
F-Mail Address	

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH RESPONSE!



Did you provide References, sign your Response and/or your Addendum?

If not, your Response will be rejected.

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		
Unique Entity Identifier (UEI) Number:		
CAGE Code:		

THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

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 <u>EXEMPT</u> 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 <u>87th Legislature S. B. 13)</u>, 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 <u>87th Legislature, S. B. 13)</u> and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 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 Her	reby 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 Certification that it does not and will not Boycott Energy Companies and that it does not and we not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.	ill
Signa	atureX	′

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH RESPONSE!

DEFICIENCIES AND DEVIATIONS FORM

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

THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

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.
	Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
	Project not suited to our organization.
	Quantities too small.
	Insufficient time allowed for preparation of bid/proposal.
	Other (please specify).
Manak	an Nama a
	or Name:
Conta	act Person:
Telep	hone:
	<u> </u>
	e send your response to: Tarrant County Purchasing Department

Tarrant County Purchasing Department 100 E. Weatherford, Suite 303 Fort Worth, TX 76196-0104

RESPONSE PRICING FORM

DAILY RATE OF CARE

The Daily Rate for residential child-care facilities and out-of-state residential placement facilities may not exceed the Health and Human Services Commission's Levels of Care Rates. The Daily Rate for Registered Secure/Non-Secure Post Adjudication facilities may not exceed the maximum allowable rates as defined in Tier Level of Care Rates for Registered Facilities.

Level of Care	Daily Rate
	\$
	\$
	\$

s the proposed budget cost resp	onsible and funding primaril	direct services versus overhead?
Yes_	No	

ADDITIONAL COST FOR SERVICES OUTSIDE DAILY RATE

^{*}Document how psychiatric and medical care is provided including the frequency of such cost and responsible party.

Description of Service	Rate per Hour
	\$
	\$
	\$
	\$
	\$

THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

^{*}List additional cost for services not included in the daily rate.