



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

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

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFQ NO. 2023-141

**REQUEST FOR QUALIFICATIONS
FOR
ANNUAL CONTRACT
FOR
JUVENILE FORENSIC ASSESSMENT
SERVICES**

**RESPONSES DUE MAY 18, 2023
2:00 P.M. CST**

RFQ NO. 2023-141

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



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

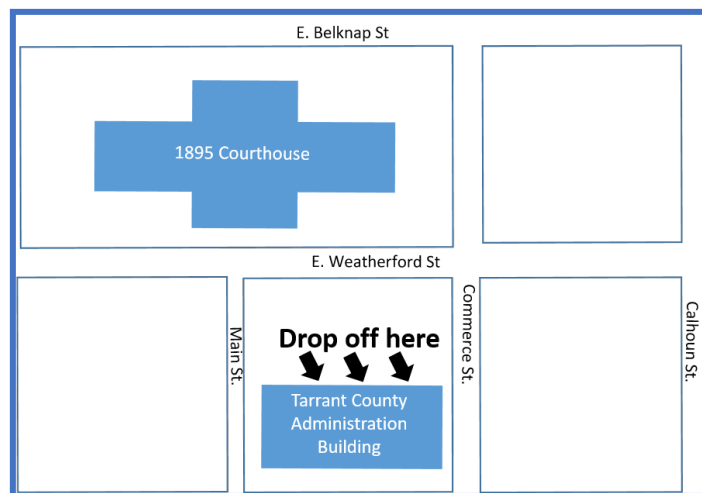
RFQ No. 2023-141

**RFQ FOR ANNUAL CONTRACT FOR JUVENILE
FORENSIC ASSESSMENT SERVICES**

Due Date: May 18, 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

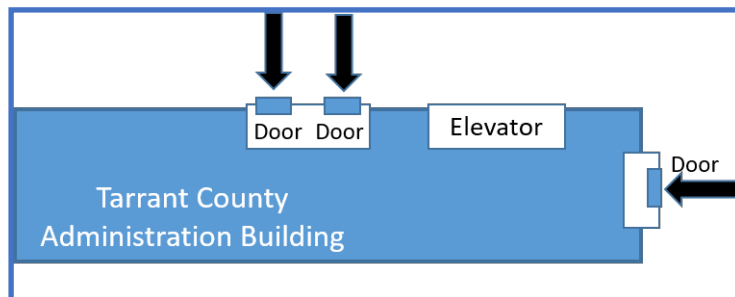


TABLE OF CONTENTS

OPENING DATE, TIME, PROCEDURES, CONTACTS	1
GENERAL CONDITIONS	2
SPECIFICATIONS	
I. STATEMENT OF WORK	8
II. REQUIRED PROVISIONS	10
III. EVALUATION REPORT	11
IV. GOALS AND OUTCOME	12
V. PROFESSIONAL QUALIFICATIONS	13
VI. OTHER PROVISIONS	14
VII. EVALUATION CRITERIA AND AWARD PROCESS	15
VIII. SUBMITTALS TO TARRANT COUNTY	16
TARRANT COUNTY HUB POLICY	18
RESPONSE FORMS	
DISADVANTAGED BUSINESS ENTERPRISES FORM	22
REFERENCES	23
SIGNATURE FORM	25
COMPLIANCE WITH FEDERAL AND STATE LAWS FORM	27
DEFICIENCIES AND DEVIATION FORM	29
NO BID RESPONSE FORM	30
ATTACHMENT A – JUVENILE FORENSIC ASSESSMENT RESPONSE FORM	
ATTACHMENT B – STATEMENT OF QUALIFICATIONS FORM	

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.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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Tarrant County is soliciting qualifications for **ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT 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 MAY 18, 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: BidQuestions-RSVP@tarrantcountytx.gov

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.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, May 8, 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 County 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.

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. 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.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

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.
8. 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

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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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. **CONTRACT TERMS:** 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 September 30, 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.).

SPECIFICATIONS

I. STATEMENT OF WORK

- A. Tarrant County Juvenile Services seeks Licensed Psychologists to conduct forensic psychological assessments and Licensed Sex Offender Treatment Providers to conduct psychosexual evaluations.
- B. These services will generally be requested for youth under the department's supervision or youth who have legal charges pending.
- C. Evaluations:

1. STANDARD PSYCHOLOGICAL EVALUATION (Fee \$700)

The concerns that prompt a request for psychological evaluation are usually related to questions about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

- a. Clinical interview with youth.
- b. Clinical interview with parent/guardian (if guardian is unable to be present for the evaluation, this can be conducted by phone)
- c. Collateral contacts where possible (e.g. contact with therapists or probation officers, etc.).
- d. Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2).
- e. Estimate of academic achievement (e.g., WRAT-4). If using the WRAT- 4, all subtests should be administered and scored.
- f. Personality assessment and problem-specific measures, as appropriate.
- g. DSM-5 diagnostic formulation.
- h. Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc.), as well as prognosis (including the identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment).

- i. If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

2. SPECIALIZED PSYCHOLOGICAL EVALUATIONS (Fee \$800)

Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. The guidelines for Standard Psychological Evaluations do not necessarily apply to these specialized assessments. Instead, it is expected that clinicians will address the specific referral questions according to current professional standards of practice. The most common types of specialized evaluations are explained as follows.

a. Fitness to Proceed Evaluations:

The purpose of this evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceedings in juvenile court or to assist in the child's own defense" (Texas Family Code, Section 55.31). The evaluation must consider relevant factors required in Code of Criminal Procedures, Article 46B.024 and the report must comply with requirements in Article 46B.025. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question.

b. Lack of Responsibility for Conduct Evaluations:

The purpose of this evaluation is to determine if, at the time the alleged offense was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code, Section 55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary.

c. Psychosexual Evaluations:

Juveniles who have been adjudicated or have been charged with committing a sexual offense are routinely ordered to have a psychosexual evaluation. The purpose of this evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court about the most appropriate type and intensity of intervention. This typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. It is also important to identify protective factors in the youth and/or family.

3. **DISCRETIONARY TRANSFER (CERTIFICATION) EVALUATIONS (Fee \$900)**

These evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code Section 54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

4. **BILINGUAL EVALUATIONS (Fee \$200)**

This refers to any assessment of a youth whose primary language is not English. The specific referral question could fall into any of the assessment types. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations. The standard rate for the relevant type of evaluation with an increase of \$200.

II. REQUIRED PROVISIONS:

- A. Assessment activities will be conducted at the Juvenile Center at 2701 Kimbo Road, Fort Worth, Texas 76111 unless otherwise specified. All available client background information as well as the specific reason for referral will be provided by the department for the examiner's review prior to the scheduled evaluation. This information can be sent via email or fax, depending on the proposer's preference. If additional records are needed, the clinician should contact the assigned juvenile probation officer to request these. Contact information for the juvenile probation officer, parent/guardian, and other relevant collateral contacts will be included in the provided documentation. Every effort should be made to contact these collateral contacts. The final report is due by close of the 5th business day after the date of the evaluation, unless otherwise specified at the time the evaluation is scheduled. The final report will be sent to the department contact person via email or fax on or before the agreed due date.
- B. **RECOMMENDATIONS:** Each psychological evaluation should include recommendations regarding appropriate interventions. Recommendations should describe the type of intervention and the appropriate level of intensity, rather than naming specific programs. Specific programs may be listed only as examples accompanying the general description of the type of service. If it is unlikely that the type of intervention being recommended is available, that should be noted, and alternatives identified.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

- C. **CHILD ABUSE REPORTING:** In accordance with applicable child abuse reporting laws (Texas Family Code Section 261.101, if, during the course of an evaluation, the juvenile discloses child abuse or neglect, Providers will report any allegations to Child Protective Services. Assumptions should not be made the juvenile has told the same details to juvenile services or that the abuse has already been reported. Providers shall document allegations of abuse in the final evaluation report in addition to notifying the assigned probation officer. Disclosures made by youth held in the detention center, at the time of the evaluation shall immediately be reported to, the Facility Administrator or his designee.
- D. **USE OF SUPERVISED CLINICIANS:** Supervised clinicians are allowed to conduct a portion of the testing, provided that the psychologist with the direct appointment does meet directly with the juvenile and is ultimately responsible for the evaluation and final report, including any required courtroom testimony. The final report shall specify any portions of the evaluation conducted by a supervised clinician as well as providing the name, title, and credentials of that person.
- E. **COURT TESTIMONY:** While this does not happen often, Providers should be prepared to testify in court regarding his/her evaluation(s). Should this issue arise, the department will provide as much advance notice as possible. The provider may submit an invoice for this service billed at a standard hourly rate.
- F. **RELEASE OF RECORDS:** The final report becomes the property of the juvenile court and may not be released to or discussed with any third party (including the juvenile's guardian), other than juvenile justice professionals without the court's authorization. The provider will not be expected to provide additional consultation to the youth's attorney or family following the assessment. Once the report has been submitted to the department, any further consultation services must be facilitated through the court and the probation staff.
- G. **SELECTION AND USE OF ASSESSMENT PROCEDURES:** Only use assessment measures whose validity and reliability have been established for the population being tested and for the purpose the measure is being used for. Obsolete tests and outdated norms should not be used and any evaluation indicating the use of obsolete tests or norms will not be eligible for payment. As new tests or updated versions are published, that are more appropriate/effective, these measures should be adopted in a timely manner consistent with professional standards and ethical guidelines.

III. EVALUATION REPORT:

- A. In order to facilitate clear communication to the various audiences of these evaluations, the following general format should be followed. While there may be modifications needed according to the specific referral question or specific issues relevant to the child/family, these general report sections should be included, and appropriate sub-headings should be used within the sections.

- REASON FOR REFERRAL

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

- ASSESSMENT PROCEDURES/SOURCES OF INFORMATION to include specific listing of documents reviewed
- BACKGROUND INFORMATION
 - Identifying Data and Family History
 - History of Presenting Problems
 - Developmental and Medical History
 - Psychiatric Treatment History
 - Academic History
 - Legal History
 - Substance Abuse History
- BEHAVIORAL OBSERVATIONS
- TEST RESULTS
 - Intelligence/Cognitive Testing
 - Academic Achievement Testing
 - Emotional/Personality Testing(any other specific categories included should also be specified).
- DSM-5 DIAGNOSIS
- SUMMARY AND RECOMMENDATIONS
 - Recommendations should be numbered or bulleted.

IV. GOALS AND OUTCOMES:

- A. The department will collect information on evaluation outcomes, as required by department policy and as listed below:

1. **OUTCOMES:**

- a. 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings.
- b. 90% of evaluations performed were completed within agreed time frames.
- c. 90% of evaluations completed comprehensively addressed the reason for “referral” without need for addenda.

2. **OUTPUT:**

- a. Number of evaluations performed.

V. PROFESSIONAL QUALIFICATIONS:

- A. As noted above, there are different levels of expertise required of the different types of evaluations. These required qualifications are guided by statutory requirements noted below.
1. General qualifications required to conduct forensic evaluations for the juvenile court are set forth in Section 51.20 of the Texas Family Code and include the following:
 - a. Disinterested expert.
 - b. Physician, psychiatrist or psychologist.
 - c. Qualified by education and clinical training in mental health or mental retardation.
 - d. Experienced in forensic evaluation.
 2. Additional qualifications required to conduct Fitness to Proceed Evaluations are set forth in Chapter Article 46B.022 of the Code of Criminal Procedure and include the following:
 - a. Physician or psychologist (with doctoral degree in psychology) licensed in this state;
AND
 - b. As appropriate, certification by:
 - i. American Board of Psychiatry and Neurology with added or special qualifications in forensic psychiatry;
 - ii. American Board of Professional Psychology in forensic psychology.**OR**
 - c. Training consisting of:
 - i. At least twenty-four (24) hours of specialized forensic training relating to incompetency or insanity evaluations; and
 - ii. At least eight (8) hours continuing education regarding forensic evaluations in the twelve (12) months proceeding appointment.**AND**
 - d. Continuing education:
 - i. Six (6) hours of required continuing education in courses in forensic psychiatry or psychology in either of the reporting periods in the twenty-four (24) months preceding the appointment.
 3. Additional qualifications required to conduct Responsibility for Conduct evaluations for the court are set forth in Chapter Article 46C.102 of the Code of Criminal Procedure and include the following:

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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- a. Physician or psychologist (with doctoral degree in psychology) licensed in this state;

AND

- b. As appropriate, certification by:
 - i. American Board of Psychiatry and Neurology with added or special qualifications in forensic psychiatry; or
 - ii. American Board of Professional Psychology in forensic psychology;

OR

- c. Experience in training consisting of:
 - i. At least twenty-four (24) hours of specialized forensic training relating to incompetency or insanity evaluations; or
 - ii. At least five (5) years' experience in performing criminal forensic evaluations for courts and eight (8) or more hours of continuing education related to forensic evaluation completed in the twelve (12) months preceding the appointment and documented with the court;

AND

- d. Six (6) hours of required continuing education in courses in forensic psychiatry or psychology in either of the reporting periods in the twenty- four (24) months preceding the appointment.

- 4. While there are currently no specialized qualifications required by Texas statute related to conducting Discretionary Transfer evaluations, this department has opted to require forensic experience consistent with the requirements for conducting Fitness to Proceed or Responsibility for Conduct Evaluations.
- 5. Clinicians interested in conducting Psychosexual evaluations shall demonstrate advanced training in sex offending issues and assessment of risk for sexual recidivism. Preference will be given to applicants licensed as a Licensed Sex Offender Treatment Provider.

VI. OTHER PROVISIONS:

- A. All Mental Health Professionals determined to meet qualifications and approved by the Commissioners Court will be placed on a Providers List.
- B. Providers will be assigned to a client based on the needs of the individual case, provider's background and strengths, and provider's availability. Every effort will be made to evenly distribute cases among the approved providers.
- C. Providers may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. Services that are

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

- provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- D. 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.
 - E. The successful Respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
 - F. Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
 - 1. By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representation, certifications or assurances relating to this Contract, or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 2. By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
 - G. This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate the Contract.

VII. EVALUATION CRITERIA AND AWARD PROCESS:

- A. Only those proposals submitted by Mental Health Professionals 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 demonstrate an understanding of the developmental approach, principles of trauma-informed care and risk-needs-responsivity principles into their evaluations and recommendations.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

- B. Responses to this RFQ will be evaluated using the following criteria:
1. Responsiveness – Requested information included and thoroughness of response.
 2. Experience providing services to the targeted population.
 3. Licenses and Certifications.
 4. Education and Qualifications.
 5. Knowledge and Skills.
 6. Utilization of most current testing material
 7. References.
 8. Location of Services.
- C. Responses will be reviewed and evaluated by a panel composed of representatives of Tarrant County Juvenile Services. The review panel may schedule interviews with selected Respondents. The results of the review panel evaluation will be presented to the Commissioners Court.
- D. No award or acquisition of services can be made until Commissioners Court approves such action.
- E. Contract:
1. Successful respondent(s) will be required to sign a Professional Services Contract with Tarrant County.
 2. The respondents will be reimbursed based on the following fee schedule:
 - a. Standard Psychological Evaluations.....\$700
 - b. Specialized Psychological Evaluations.....\$800
 - Fitness to Proceed Evaluations
 - Lack of Responsibility for Conduct Evaluations
 - Psychosexual Evaluations
 - c. Discretionary Transfer (Adult Certification) Evaluations.....\$900
 - d. Bilingual Evaluations.....\$200

VIII. SUBMITTALS TO TARRANT COUNTY:

- A. Include the following in your submission:
1. Signature Form with signature (page 25).
 2. Compliance with Federal and State Laws Form with signature (page 27).
 3. Deficiencies and Deviations Form (page 29).
 4. References (pages 23 and 24).

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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5. 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.
 6. Disadvantaged Business Enterprises Form, with copy of applicable certificates (page 22). If you are not a DBE firm, mark form "N/A".
 7. Completed Juvenile Forensic Assessment Response Form (Attachment A) **(Attachment A is a separate pdf download available from Tarrant County website.)**
 8. Copy of Curriculum Vitae.
 9. A sample evaluation report with all identifying information redacted.
 10. Copy of Texas professional license.
 11. Copy of Certificate of Insurance for professional general liability policy. Minimum coverage should be \$1,000,000 per occurrence, \$3,000,000 aggregate.
- B. If interested in conducting Fitness to Proceed, Responsibility for Conduct or Discretionary Transfer evaluations (Certifications as an Adult), include the following:
1. Completed Statement of Qualifications (Attachment B)
 2. Copies of Continuing Education certificates documenting the required continuing education courses in forensic psychology referenced in Professional Qualifications (Section XIII) and Statement of Qualifications (Attachment B).
- NOTE: Attachment B is a separate pdf download available from Tarrant County website.**
- C. If interested in conducting Psychosexual Evaluations, include the following:
1. Copy of Texas licensure as a Licensed Sex Offender Treatment Provider
OR
 2. Documentation of training and/or continuing education activities related to assessment of adolescent sex offenders.



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, 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:
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 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.
 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)

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) 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
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 YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.

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

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

☐

IF THIS DOES NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND RETURN THIS FORM WITH YOUR RESPONSE.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

REFERENCES

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 will 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: _____

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 RESPONSE!

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES

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

 E-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.

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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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 _____

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 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).

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 FIVE (5) COPIES MUST BE RETURNED WITH RESPONSE!

RFQ FOR ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES
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DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as 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 RFQ 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).

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