



## Collin County Purchasing

**2020-399**

**Services: Juvenile Sex Offender Counseling**

Issue Date: 9/8/2020

Questions Deadline: 9/24/2020 05:00 PM (CT)

Response Deadline: 10/1/2020 02:00 PM (CT)

Collin County Purchasing

**Contact Information**

Contact: Meagan Mason Buyer II

Address: Purchasing  
Admin. Building  
Ste.3160  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071

Phone: (972) 548-4107

Fax: (972) 548-4694

Email: [mmason@co.collin.tx.us](mailto:mmason@co.collin.tx.us)

## Event Information

Number: 2020-399  
Title: Services: Juvenile Sex Offender Counseling  
Type: Request for Proposal - Other  
Issue Date: 9/8/2020  
Question Deadline: 9/24/2020 05:00 PM (CT)  
Response Deadline: 10/1/2020 02:00 PM (CT)

## Ship To Information

Contact: Jeff Falefia  
Address: Juvenile Detention  
Juvenile Detention  
4700 Community Ave.  
McKinney, TX 75071

## Billing Information

Address: Auditor  
Admin. Building  
Ste. 3100  
2300 Bloomdale Rd.  
Ste. 3100  
McKinney, TX 75071

## Bid Attachments

### Legal Notice.pdf

Legal Notice

[Download](#)

### General\_Instructions\_Proposals.docx

General Instructions - Proposals

[View Online](#)

### Terms\_of\_Contract\_Proposals\_Juv.docx

Terms of Contract - Proposals

[View Online](#)

### Insurance\_ModMedProf.doc

Insurance Requirements

[View Online](#)

### Special Conditions and Specifications.docx

Special Conditions and Specifications

[View Online](#)

### Attachment A.xlsx

Attachment A: Requirements

[View Online](#)

### Information\_Regarding\_Conflict\_of\_Interest\_Questionnaire.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

### CIQ\_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

### W9\_2014.pdf

W-9

[View Online](#)

## Requested Attachments

### Proposal Response to Section 6.0

(Attachment required)

### Attachment A: Requirements

(Attachment required)

## LSOTP Certification

(Attachment required)

## Master's Degree

(Attachment required)

## W-9

(Attachment required)

## Conflict of Interest Questionnaire

## Bid Attributes

### 1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

### 2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

### 3 Solicitation Submittals

In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.

(Required: Maximum 1000 characters allowed)

### 4 Delivery

Please state estimated delivery in calendar days of completed assessments from date of order.

(Required: Maximum 1000 characters allowed)

**5 Exceptions**

Do you take exceptions to the specifications? If so, by separate attachment, please state your exceptions.

☐ Yes ☐ No

(Required: Check only one)

**6 Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

**7 Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

**8 Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**9 Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**10 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**11 Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes ☐ No

(Required: Check only one)

**12 Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

**13 Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1  
4**Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1  
5**Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1  
6**Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1  
7**Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

1  
8**Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

☐ Plano Star Courier   ☐ Plan Room   ☐ Collin County eBid Notification   ☐ Collin County Website  
☐ Other

(Required: Check only one)

1  
9**Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

2  
0**Cooperative Contract Name**

State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, OMNIA Partners, Buyboard, TIPS/TAPS, HGAC, HCDE, etc.) If none, answer N/A.

(Required: Maximum 4000 characters allowed)

2  
1**Cooperative Contract Number**

State the cooperative contract number this quote is offered under. If none, answer N/A.

(Required: Maximum 4000 characters allowed)

2  
2**Cooperative Contract Website**

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

(Required: Maximum 1000 characters allowed)

**Bid Lines**

**1 State fee for sex offender counseling for groups***(Response required)*Quantity:   1   UOM: each Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**2 State fee for sex offender counseling for individual/family***(Response required)*Quantity:   1   UOM: each Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**3 State fee for sex offender assessment***(Response required)*Quantity:   1   UOM: each Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**4 Additional services***(Response required)*Quantity:   1   UOM: hour Price: \$  Total: \$ Item Notes: Should any unforeseen circumstances arise during the contract period,  
the County may require additional services. Proposers are requested to  
state a per hour rate for these types of services not herein listed.Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)



Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called “offeror” is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

## 2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Juvenile Probation Services Office, 4690 Community Ave, Suite 100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Juvenile Detention Facility: The Collin County Juvenile Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Juvenile Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Juvenile Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Juvenile Probation Services Office takes every reasonable precaution to protect the safety of visitors to the Juvenile Detention Facility, because of the inherently dangerous nature of a Juvenile Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Juvenile Detention Facility. By entering the Collin County Juvenile Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Juvenile Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.



2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

### **3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance, as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability – Each Accident: \$500,000
- Disease – Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance that includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers, and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal, or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company with a financial rating of A or higher as assigned by A.M. Best Rating Services, Inc. or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

#### **4.0 EVALUATION CRITERIA AND FACTORS**

- 4.1 The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal (RFP) in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the closing date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will elevate a certain number of proposers to compete against each other.

The County will use a competitive process based upon "selection levels". The County recognizes that if a proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before. The selection levels are described in the following sections.

#### **LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS**

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.
  - Verification of Licensed Sex Offender Treatment Provider status for Texas.
  - Verification of master's degree.

#### **LEVEL 2 – DETAILED PROPOSAL ASSESSMENT**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposers elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Criteria evaluated in Level 2:

<b>Points</b>	<b>Evaluation Criteria</b>
<b>30</b>	Firm Overview: Proposer's qualifications, including licenses and certifications, and documented experience and accomplishments in providing similar services. (Section 6.4)
<b>35</b>	Strategy: How well the proposed product meets County's needs and requirements. (Section 6.5)
<b>15</b>	Location: Proposer's geological location in relation to Collin County. (Section 6.4.3)
<b>80</b>	<b>Total Points</b>

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 56 points (70%) to Level 3.

### **LEVEL 3 – PRICING**

Proposers who are elevated to Level 3 will have their pricing compared and evaluated.

<b>Points</b>	<b>Evaluation Criteria</b>
<b>20</b>	Cost for Services: Pricing per line items in eBid. (Section 6.7)

### **LEVEL 4 – BEST AND FINAL OFFER**

Proposers who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Proposers will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2 and/or 3.

Based on the result of the Best and Final Offer evaluation, a single proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers who have submitted bids and enter into negotiations with them.

## **5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

- 5.1 **AUTHORIZATION:** Sealed proposals will be received for Services: Juvenile Sex Offender Counseling.
- 5.2 **INTENT OF REQUEST FOR PROPOSAL:** The intent of this Request for Proposal (RFP) and resulting contract is to obtain proposals from and the services of a qualified professional counselor with extensive experience in family counseling, guidance, group and individual counseling of juveniles.
- 5.3 **TERM:** Provide for a contract commencing on October 1, 2020, and continuing through and including September 30, 2021, with the option of four (4) one (1) year renewals.
  - 5.3.1 **TRANSITIONAL PERIOD:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period

extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 5.4 **CONFIDENTIALITY:** All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the proposer must place it in a separate envelope and mark it “Proprietary Information”. The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.5 **BINDING EFFECT:** This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the proposer’s proposal in response to the RFP, and any additional negotiated conditions reduced to writing will become part of the final contract between the successful proposer and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Proposer acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local, or federal laws, rules, regulations, and orders.
- 5.6 **PERMITS, TAXES, AND LICENSES:** The vendor is responsible for all necessary permits, licenses, fees, and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 5.7 **PRICE REDUCTION:** If during the life of the contract the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 **PRICE REDETERMINATION:** A price redetermination may be considered by Collin County only at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date, and shall include documents supporting price redetermination such as manufacturer's direct cost, postage rates, Railroad Commission rates, federal/state minimum wage law, federal/state unemployment taxes, FICA, insurance coverage rates, etc. The proposer’s past experience of honoring contracts at the proposed price will be an important consideration in the evaluation. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.9 **FUNDING:** Funds for payment have been provided through the Collin County budget approved by the Collin County Juvenile Board for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the

current Collin County fiscal year shall be subject to budget approval.

5.10 APPROXIMATE USAGE/VALUE: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes. The estimated number of juveniles to be referred for counseling per month will be fifty (50). Approximate usage does not constitute an order, but only implies the probable quantity the County will use. The estimated value of this contract is \$200,000.00 annual spend. Approximate value does not constitute an order.

5.11 SCOPE OF WORK:

5.11.1 Counseling services will be in the following types of settings:

5.11.1.1 Individual

5.11.1.2 Group

5.11.1.3 Family

5.11.1.4 Sex offender assessment

5.11.2 Ages of juveniles needing counseling will range from age 10 through and including age 17.

5.11.3 Groups will consist of at least six (6) persons and not more than fourteen (14) persons per group.

5.11.4 Juveniles not detained in the Juvenile Detention Center will attend counseling at Proposer's location.

5.12 REQUIREMENTS: Complete and submit Attachment A: Requirements in accordance with Section 6.3.1.

## **6.0 PROPOSAL FORMAT**

In accordance with the directions below, Proposer shall provide a response for each item in Sections 6.4 through 6.6 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. If an item is "not applicable" or "exception taken", Proposer shall state that and refer to Section 7.0 Exceptions, with explanation.

Proposer shall adhere to the instructions in this RFP for preparing and submitting the proposal. If Proposer does not follow instructions regarding proposal format, points will be deducted during

the evaluation process.

- 6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing  
Attn: Meagan Mason, Buyer II  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.

Manual submittals shall include an electronic copy in a searchable format.

If submitting hard copies, submit one (1) original and four (4) copies.

It shall be the responsibility of Proposer to ensure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

- 6.2 **POINT OF CONTACT:** Information regarding the purchasing process and the contents of this RFP may be obtained online via <http://collincountytx.ionwave.net>, from the Collin County Purchasing Department, or by emailing [mmason@co.collin.tx.us](mailto:mmason@co.collin.tx.us), Meagan Mason, Buyer II. All questions regarding the RFP shall be submitted online.

6.3 **GENERAL REQUIREMENTS**

6.3.1 Proposer shall provide a response for each of the requirements in Attachment A: Requirements. Any exceptions shall be stated in Section 7.0.

6.3.2 Proposer shall follow the format outlined in Section 6.0 when submitting a response.

6.3.3 **SUPPORTING MATERIALS:** Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Proposer is requested to submit descriptive literature sufficient in detail to enable a comparison of the specifications of the services proposed with that of the requirements stated herein.

6.3.4 Proposals should not contain promotional or display materials, except as they may directly



answer requested information; the section number shall be clearly referenced.

6.4 FIRM OVERVIEW: Proposer is requested to define the overall structure of the firm to include, but not limited to, the following:

6.4.1 The size and scope of your firm.

6.4.2 The firm's management style and efficiency.

6.4.3 Your principal business location and any other service locations, as well as hours of operation.

6.4.4 How long you have been providing these types of service(s).

6.4.5 Identification of projects where within the minimum of seven years of required experience same/like services, as stated herein, have been provided by your firm only, not by individuals employed by the firm.

6.4.6 Identification of staff members, location of their offices, and a complete résumé of each member's qualifications and experience. Include previous experience serving in this capacity and indicate whether in-house or as a consultant.

6.5 PROPOSAL CONSIDERATIONS:

6.5.1 Define the firm's strategy for performing the Scope of Services and Requirements sections of this RFP. Include percent of time devoted by the principals of the firms and other key personnel assigned to the project.

6.5.2 State reporting procedures (see Section 5.12.15).

6.5.3 Provide list of other contracts and projects with which you are currently involved or will be involved.

6.6 REFERENCES

6.6.1 Proposer is requested to include at least three (3) references, preferably public sector entities, with the company names, addresses, telephone numbers, contact person, email addresses, and summary of services provided. Proposer is requested to include references with similar services.

6.7 PRICING

6.7.1 Please see line items on eBid. Be sure to include all items necessary to perform all services.

<b>7.0 EXCEPTIONS TO THE RFP</b>
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The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the RFP. Attach additional pages as needed. If no exceptions are listed in Section 7.0, it is understood that Proposer has agreed to all RFP requirements. The response will be considered as confirmed even if it is listed elsewhere as an exception.

<b>Section Number/ Question Number</b>	<b>Required Service Proposer is Unable to Perform</b>	<b>Steps Taken to Meet Requirement</b>

**IMPORTANT INFORMATION:**

Requirements necessitating a detailed response shall be submitted as a separate attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required, and a reference to the location in Proposer's response shall be included in the comment section of this document.

Any responses that are answered as "yes" mean that the Proposer will fully comply. Any requirement unable to be met at this time shall be answered as "no" and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on exceptions.

Reference Number	Description	Yes Agree to requirement	No Cannot agree to requirement	Written Response: Include additional comments below. If you need additional space, please include with your submittal an attachment titled "Detailed Response to Requirements" and note accordingly below.
<b>5.12 REQUIREMENTS</b>				
5.12.1	ALL individuals shall be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Proposer shall provide a list of individuals requiring access to Collin County Purchasing Department within five (5) working days.			
5.12.2	Proposer shall have a Masters Degree in Counseling and Guidance and/or Psychology and/or Social Work with extensive experience in the guidance and counseling of juveniles individually, in group, and family sessions.			
5.12.3	Proposer shall be a Licensed Sex Offender Treatment Provider licensed and certified by the state of Texas.			
5.12.4	Proposer shall be available for sex offender counseling for individual, group, family counseling, and sex offender assessment.			
5.12.5	Proposer shall have an office in McKinney, TX and Plano, TX in which to provide services on an outpatient basis.			
5.12.6	Proposer shall have a Spanish-speaking counselor available.			
5.12.7	Proposer must have a minimum of 7 years experience working extensively with youth with sexual behavior problems.			
5.12.8	Proposer providing services to parents of youth must have no less than 7 years experience providing services to parents of youth with sexual behavior problems.			
5.12.9	Proposer shall be available for testimony at the court's discretion for any and all court testimony. This testimony, at times, occurs without extensive notice. Much of the time will be same day or next day testimony. Court testimony is frequent.			
5.12.10	Groups shall be required to meet a minimum of one evening per week at the John R. Roach Juvenile Detention Center located at 4700 Community Avenue, McKinney, TX 75070.			
5.12.11	In addition to Section 5.12.10, there are two (2) inpatient groups at the John R. Roach Juvenile Detention Center. These groups shall meet three (3) times per week each, for a total of six (6) inpatient groups per week.			
5.12.12	Outpatient groups will meet one (1) time per week at both the Plano and the McKinney offices. These outpatient groups will include both the sex offenders as well as the parents of the sex offender for a total of four (4) groups per week.			
5.12.13	An additional parent group for parents of youth of the in-parent program is required.			
5.12.14	Proposer must facilitate Chaperone/Parent Groups concurrently with youth groups.			

5.12.15	A written report shall be provided on or before the tenth (10th) day of the following month for which services were rendered to each juvenile's probation officer indicating the juvenile's progress.			
5.12.16	Missed appointments by juveniles shall only be rescheduled one (1) time without notifying probation officer supervising the juvenile. If the juvenile misses a second (2nd) scheduled appointment, only the supervising probation officer may reschedule the appointment. Collin County will not be responsible for payment of missed scheduled appointments if the juvenile has missed more than two (2) consecutive appointments and the probation officer has not been notified.			
5.12.17	Proposer must conduct monthly staff meetings to discuss each youth in the program. JPOs, District Attorneys, Detention Officers, as well as additional treatment staff attend these meetings. Meetings are held monthly with the in-patient youth and regularly with out-patient program youth.			
5.12.18	Many services provided to youth and their families are conducted outside of regular school hours including early mornings, after school/work hours, and weekends. Proposer acknowledges that some scheduled services will be required outside of regular school hours.			
5.12.19	Proposer is to be available to youth and families involved in the program for emergency situations beyond regular business hours and scheduled therapy times.			

## **INFORMATION REGARDING** **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

**Department:**

H. Lynn Hadnot, Director, Juvenile Services  
Mike Combest, Assistant Director, Juvenile Services  
Anne Sibley, Superintendent, Juvenile Detention

**Purchasing:**

Michalyn Rains, CPPO, CPPB – Purchasing Agent  
Michelle Charnoski, CPPB – Asst. Purchasing Agent  
Meagan Mason, Buyer II

**Commissioners' Court:**

Chris Hill – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Darrell Hale – Commissioner Precinct No. 3  
Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Signature of U.S. person ▶</b>  <b>Date ▶</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.