



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

October 23, 2012

RE: ADDENDUM #1
RFP #B132002, Sex Offender Treatment Services

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

The advertisement date for RFP #B132002, Sex Offender Treatment Services was inadvertently advertised to open on November 6, 2012 at 2:30 p.m.

The correct opening date, time and location for this proposal is as follows:

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Tuesday, November 13, 2012
2:00 P.M.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: rufus.crowder@co.galveston.tx.us

If you have any further questions regarding this bid, please address them to Rufus Crowder, CPPO, CPPB, Purchasing Agent, via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
Galveston County

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

**RFP #B132002
SEX OFFENDER TREATMENT SERVICES**

for

GALVESTON COUNTY

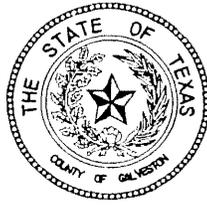
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

PROPOSALS DUE: November 13, 2012 at 2:00 pm

*Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372*

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RFP#: B132002
OPEN: 11/13/2012
2:00PM

REQUEST FOR PROPOSAL
SEX OFFENDER TREATMENT SERVICES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **11/13/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **2:00 PM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope:

RFP #: B132002
SEX OFFENDER TREATMENT SERVICES

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPO, CPPB
Galveston County
Purchasing Agent

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GALVESTON COUNTY, TEXAS**

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of five (5), one (1) original and four (4) copies on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to:
Rufus G. Crowder, CPPO, CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

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11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase.

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Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a

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request for additional information or an oral presentation to support the written proposal. In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

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20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

21. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted proposal and the contract

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

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24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the proposal form (s) furnished by the County, if applicable.

B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.

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- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its

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use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

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38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

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40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

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44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

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To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.”

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee’s duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

50. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee’s identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or

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Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

51. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

52. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. Mark A. Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

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Special Note:

The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

Read this entire document carefully. Follow all instructions. Proposers are responsible for fulfilling all requirements and specifications.

I. Introduction

The Galveston County Community Supervision and Corrections Department (hereafter called GCCSCD) is a political entity of the 10th et.al. Judicial Districts and is seeking vendors to provide sex offender treatment services to individuals supervised by GCCSCD.

Authority

The Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) will establish, set standards, and fund CSCDs. GCCSCD may contract for the provision of treatment services.

GCCSCD implements programs in accordance with the orders of the criminal courts, community justice plans, and applicable state laws. Programs are utilized to accomplish the mission of GCCSCD which includes at least the following:

1. Protect the public interest and safety of the community;
2. Provide services to the courts in the enforcement of their orders;
3. Provide treatment that meets the needs of offenders placed on community supervision and assist them in becoming law-abiding citizens;
4. Provide programs and activities designed to reduce the impact of crime;
5. Provide alternate sanctions and options to the court for sentencing and supervision.

Qualifications to Bid

The Provider must have all the appropriate facility, program, and individual licenses and credentials issued by the Council on Sex Offender Treatment. CSCD reserves the right to negotiate with the Provider for other levels of sex offender treatment services during the contract period if the Provider is selected under this RFP, appropriate licensure is obtained, and the service is in the best interest of CSCD.

The Provider must be able to serve CSCD at any location or satellite office within the jurisdiction as required by CSCD. The Provider shall have a minimum of one (1) year experience in adult counseling services in the counseling area bid. The Provider shall be licensed or certified by an accredited university or state agency and must provide proof with quote. The Provider agrees to comply with all applicable laws and standards as they relate to the delivery of services. Experience with the adult criminal population is preferred. The Provider should demonstrate applicable experience. Preference will be given to those providing bi-lingual services.

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Opening Date, Time, and Procedures

Completed Proposal
(one (1) original, (single-sided) and four (4) copies)
will be received ONLY at the
Galveston County
Purchasing Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
on

November 13, 2012 at 2:00 PM

All proposals must be in sealed envelopes or boxes and must be labeled. Original proposal must be clearly marked ORIGINAL and contain all original signatures.

Late proposals will be returned to the bidder unopened. CSCD will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications to a proposal will be accepted. If modifications are necessary prior to opening for any reason, the Provider may withdraw the proposal and submit a new proposal.

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

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However, the responsibility for determining the full extent of liability and the verification of all information presented herein shall rest solely with the Provider. CSCD and its representative will not be responsible for any errors or omissions in these specifications nor for the failure on the part of the Provider to determine the Provider's full extent of liability if a proposal is submitted.

The Provider shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the Provider shall promptly notify in writing GCCSCD of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before time for bid proposal submission deadline.

Overview

Any contract offered from this RFP will be a FEE FOR SERVICE contract with cost justification. The Provider will ensure that only reasonable and allowable costs will be used in the cost justification. If a proposal is accepted and unallowable or unreasonable costs are expended during the contract period, the Provider may be subject to contractual and criminal sanctions.

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GCCSCD is requesting proposals for sex offender treatment services for offenders supervised by GCCSCD. The Provider may bid on one or more sex offender treatment services. **Prices must be firm for the entire contract.**

The proposal submitted in response to this RFP, if accepted, will become the Operations Plan and will become legally binding upon the Provider as the process by which the proposed sex offender treatment services are provided under any contract.

The Providers with multiple contracts with state or local governments or other agencies will develop accounting processes that allow for **verification of rates**. This may include indirect cost rates or cost pooling.

The Provider will follow all U.S. Office of Management and Budget Circulars as applicable.

Contracts will be for sex offender treatment only. Other educational or non-sex offender treatments are not eligible services.

The Providers will submit monthly invoices for payment for services to GCCSCD. Agencies will be required to use the forms and procedures specified by GCCSCD. The Providers may be required to submit billing electronically on software provided by TDCJ-CJAD.

GCCSCD retains control over the offenders referred to agencies for the provision of sex offender treatment. When offenders are determined to be in need of additional or different treatment services, offenders are to be referred back to GCCSCD for further action. The process by which this action will occur will be determined by GCCSCD.

The Provider must agree to provide testimony in court, if required, at no additional cost to GCCSCD.

The prices quoted in response to this RFP should be the full cost of treatment. Any other funds (including client participant fees) available to the Provider from public or private sources shall be deducted from the total billable amount to GCCSCD if the Provider is offered a contract.

Proposals shall be opened so as to avoid disclosure of the contents to competing offers. Details will not be publicly disclosed until all ensuing negotiations have been completed and contractual agreements have been executed as allowed by law.

GCCSCD reserves the right to negotiate a contract with the Provider who, in its opinion, offers the most advantageous proposal for the purpose intended. GCCSCD reserves the right to accept the proposal presenting the best offer. **This offer may or may not be the lowest bid.**

Contract Period

Selected providers will be awarded a maximum twenty-four (24) month contract with one (1) twelve-month (12) option to extend services for a potential contract period of three (3) years. **Prices must be firm for the entire contract.** Services provided will be paid for from the appropriate fiscal year funds provided by the TDCJ-CJAD. Contracts are subject to availability of TDCJ-CJAD funds. All representations made by GCCSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the TDCJ-CJAD.

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II. Sex Offender Treatment Services Minimum Requirements

The Provider shall, in accordance with the terms of this RFP and subsequent contract (if accepted as a vendor), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by GCCSCD as specified in writing as part of this RFP) and do all things necessary for, or incidental to, the provision of the sex offender treatment services as required by the Council on Sex Offender Treatment.

**Statement of Work: Sex Offender Treatment
Diagnosis**

In its treatment of offenders, the Provider shall:

1. Coordinate with GCCSCD to identify needs of offenders who are beyond the scope of the Provider's services and make appropriate referrals in such circumstances.
2. Develop and implement procedures for services (or referrals) for offenders with dual diagnosis or mental and physical disabilities.
3. As requested by CSCD, administer the following tests for individual assessments in addition to a clinical interview: Standard Intelligence test; MMPI 2; Multiple Sex Inventory; Abel and Becker Cognitive Scale; and Burt Rape Myth Acceptance Scale. In addition, clinicians must utilize a clinical polygraph within the first three months of therapy, throughout the course of treatment (at least once a year), and when requested thereafter by GCCSCD. Deviations from the latter requirement must first be approved in writing by a GCCSCD representative.
4. Typed evaluations will be provided to the community supervision officer (CSO) within 14 days of initial assessment of each offender referred for services that will include a treatment plan and recommended length of treatment.

Participation

In order to ensure maximum participation of offenders in its program, the Provider shall:

1. Contact GCCSCD within twenty-four (24) hours whenever offenders fail to comply with their recommended treatments, including failure to show for initial appointments, or unauthorized departures;
2. Document on a weekly basis the offenders' levels of participation and compliance with treatment goals and objectives. Offenders are to begin participating in group therapy no more than thirty (30) days after making initial contact with the Provider.
3. Immediately notify (24 hours) of high risk behaviors or technical violations of probation in written format to the CSOs.
4. Provide monthly typed progress reports to CSOs for all offenders by the 10th calendar day of the month. Progress reports will address offenders' progress, or lack thereof, toward treatment goals and specific issues identified in offenders' treatment plans. Furthermore, accurate financial balances for counseling fees (to include up-to-date delinquencies) are to be reflected in the progress reports.

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5. Provide all services that will be provided by counselors, therapists, programs, which are registered sex offender therapists. The use of interns must be in compliance with GCCSCD policies and approved by GCCSCD. All GCCSCD contract referrals (department-pay or self-pay) shall be treated in the same manner.
6. Provide group and individual therapy with an Individual Treatment Plan for all offenders addressing the following components: denials; reviews and discussion of current offenses and thinking errors; cognitive distortions; the offense abuse cycle; anger management; victim empathy; relapse prevention. One weekly group session will be scheduled. Any deviation from the latter shall have a justification and be addressed with supervising CSOs by the offenders' counselors.
7. Conduct meetings with offenders, therapists and CSOs as needed to address issues of noncompliance or treatment concerns. Offenders shall not be moved to other counseling groups unless supervising CSOs are notified, and reasons for moves are discussed. Team staffing should take place with supervising CSOs and counselors at least twice a year.

Discharge

The discharge of all offenders shall be made in accordance with the following:

1. Prior to discharge, the Provider shall schedule and coordinate with offenders' supervising CSOs or designees any additional service needs of offenders. A copy of all offenders' discharge plans and discharge summaries shall be submitted to GCCSCD thirty (30) days prior to such discharges. All discharges are subject to the approval of supervising CSOs.
2. Under no circumstances may the Provider discharge any offender without having furnished GCCSCD prior written notification thereof.

Miscellaneous

1. Therapists must be willing to testify, without cost, as witnesses in hearings involving offenders assessed or treated in their programs.
2. All offenders must sign a waiver of confidentiality allowing therapists and CSOs to communicate freely about the offenders and therapy.

Compliance

Compliance with Council on Sex Offender Treatment rules and regulations is required of all programs that provide sex offender treatment and are funded directly or indirectly or managed by TDCJ-CJAD. Programs and facilities providing only sex offender education are not subject to these standards.

Personnel and Staff Development/Accreditation

The Provider shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

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Issues to be Addressed in Treatment

1. Arousal or Impulse Control. Control of deviant arousal, fantasies, and impulses should be a priority in treating adult sex offenders with sexual behavior problems. Arousal or impulse control may require periodic follow-up sessions for the duration of offenders' lives. Effective arousal or impulse control shall include methods to control spontaneous deviant fantasies and to minimize contact with objects or people within the deviant fantasies. Arousal or impulse control should proceed from the most effective methods to less effective methods.
2. Cognitive Behavioral Treatment. Cognitive behavioral treatment shall identify, assess, and modify cognitions that promote sexual deviance. Cognitive distortions shall be addressed and include the thoughts and attitudes that allow offenders to justify, rationalize, and minimize the impact of their deviant behaviors
3. Sexual Offense Sequence/Reoffense Prevention. Treatment shall address the sequence of behaviors, emotions, and cognitions which are identifiable and which precede deviant sexual behaviors in a predictable manner. Autobiographies, sexual history polygraphs, offense reports, interviews and cognitive-behavioral chains shall be used to identify antecedents to offending. Treatments shall include formal multi-level reoffense prevention plans to address the multiple issues in reducing recidivism.
4. Victim Empathy. Treatment shall focus on highlighting the consequences of victimization and sensitize offenders to the harm they have committed.
5. Increasing Social Competence. Treatment should include, but not be limited to, improving interpersonal communication skills, problem solving, assertiveness, and developing and sustaining reciprocal pro-social friendships and social support networks. Treatment shall assist in offenders' abilities to deal effectively with social situations and develop meaningful relationships with others.
6. Chaperones. The Providers shall assist in the selection and education of the potential chaperones for contacts between the adult offenders and children. Potential chaperones shall only be adults who accept and understand the offenders' present sexual offenses, past sexual offending, and the potential for sexual reoffense. The Providers shall ensure potential chaperones are educated regarding the offenders' sexual histories, treatment and supervision conditions, antecedents to sexual offending, safety plans, reoffense prevention plans, and reporting procedures. The Providers shall review a detailed safety plan with the children's non-offending parents or legal guardians that describes the appropriate levels of supervision for contact, privacy, discipline practice, sexual education, appropriate dress, hygiene, bedtime routines, conditions and limits that may apply, and how contact will be terminated if it is no longer appropriate for children.
7. Improving Primary Relationships. Treatment Providers should involve the current partners or family members in treatment to assist the offender in developing a functional lifestyle and maintain reciprocal relationships with appropriate partners.
8. Co-morbid Diagnosis. Treatment Providers should make appropriate referrals when there are sufficient signs and symptoms to merit additional diagnosis criteria. The most common are substance abuse and affective disorders. The co-morbid diagnosis shall be treated with the appropriate therapies concomitantly with the treatment for sex offending behavior except in the case of schizophrenia where the anti-psychotic therapy would take precedence.

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9. Couples/Family Therapy. Individual, couple, family, and sibling therapy, non-offending spouse groups, and/or parents or legal guardians of victims' groups shall prepare the partner and family for the issues and methods involved in sex offender treatment. A predetermined integration sequence shall be followed which addresses role and boundary issues if the client is to reside with victims or children. This shall include close supervision and a multitude of safeguards for the protection of children.
10. Support Systems. Social support networks should assist adult sex offenders in avoiding and coping with antecedents to sexual deviance and address the issues related to risk. The support system shall include individuals from adult sex offenders' daily life (i.e., family, extended family, guardian, custodian, friends, co-workers, and church members).
11. Adjunct Therapies. Adjunct therapy may include, but is not limited to, substance abuse, anger management, stress management, social skills, sex education, or self-help groups, and shall primarily be used as adjuncts to a comprehensive treatment program in reducing clients' risk to reoffend. Other licensed mental health professionals may conduct adjunct therapies.
12. After-Care Treatment. After-care treatment shall involve periodic follow-up sessions to reinforce and assess maintenance of positive gains made during treatments. After-care treatment can be facilitated by involving the treatment group, supervision personnel, support system, the use of polygraphs, phallometric assessment, and visual reaction time assessment.

Offender Rights

Offenders; basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each the Provider shall have written policy and procedure to ensure protection of offenders' rights according to federal and state guidelines.

Release of Information

There shall be written policies and procedures for protecting and releasing offender information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

Offender Records

There shall be written policies and procedures regarding the content of offender treatment records.

Treatment Progress Notes

There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

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III. Proposal Submission Requirements

General

1. Each proposal must be in the format described in the Proposal Format Requirements Section beginning on Page 16 in this RFP. Proposals must be typed or printed on standard (8½"x11") paper. Pages must be numbered and a table of contents must be included in the format required by this RFP.
2. Each proposal must respond to all portions of the RFP. All TDCJ-CJAD proposal and budget forms must be utilized. (See attached forms.)
3. Once a proposal has been submitted, the Provider may not submit changes, amendments, or modifications. The Provider may, however, withdraw and resubmit a proposal any time prior to the final date and time set for receipt of proposals. GCCSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
4. Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to GCCSCD for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.
5. GCCSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. GCCSCD reserves the right to waive any technicality noted in the submission process. Submission of proposals confers no legal rights upon any the Provider. GCCSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. All proposals become the property of GCCSCD. GCCSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. GCCSCD is not liable for any costs or any damages that may be incurred by the Provider or prospective the Provider in the preparation, formulation or presentation of a proposal. In case of ambiguity or lack of clarity, GCCSCD may adopt such interpretations as may be advantageous to GCCSCD. Any justified request for the Provider information to remain confidential after the contract award will be granted to the Provider as allowed by law.
6. After opening proposals and prior to award, GCCSCD reserves the right to make a pre-award site visit of any or all the Provider's facilities to be used in the performance of work under this solicitation. The Provider agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. GCCSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
7. The Provider's past performance may also be used for purposes of evaluating the Provider's suitability for award under this solicitation.
8. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
9. If any individual contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit a request for clarification to GCCSCD Director on or before the 5th calendar day at 5:00 pm prior to the scheduled opening. All requests shall be in writing. All questions regarding this proposal submission/funding should be directed to CSCD.

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Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) to make the information readily accessible. If requested information does not appear in the appropriate section, that information may be counted as missing during the proposal review process. All proposals shall be submitted in the following format:

- A. Cover Page
Use cover page provided in Attachment B

- B. Attachments:
Attachments shall include all information required of each the Provider in the following order:
 - 1) Required information (see Pages 24-27 of this RFP)

 - 2) Proof of insurance

 - 3) Costs (see Attachment A)
 - a) Specify a separate price for each type of service provided (i.e., evaluation, group or individual counseling)
 - b) Specify if unit price will vary based on the number served (i.e., 10 served will cost x; 20 served will cost y).
 - c) Complete budget forms (Attachment A) to substantiate how unit price was determined for each level of sex offender service. The rate proposed multiplied by the number of units proposed must equal the total proposed budget.
 - d) Specify an additional price for special population offenders including dual diagnosis, mentally retarded, etc. State why cost would be different for serving this special population.
 - e) All proposed cost must be reasonable and necessary for providing services stated in RFP and shall not include any of the unallowable costs. Unallowable costs should not be included as justification for the provision of sex offender treatment services. Unallowable costs include but are not limited to:
 - i) Any item unallowable by State or any authorized agency, statute, policy, or procedure;
 - ii) Alcoholic beverages;
 - iii) Bad debts;
 - iv) Building and land purchase, rental purchase, lease purchase, renovation;
 - v) Cash payments to intended recipients of services;
 - vi) Expenses or reimbursements to or on behalf of related entities for allowable indirect costs;
 - vii) Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services;
 - viii) Fines and penalties;
 - ix) Fundraising;
 - x) Legislative expenses for payment to any elected official from funds received from CSCD;
 - xi) Lobbying;
 - xii) Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from CSCD;
 - xiii) Tobacco products; and
 - xiv) Firearms or ammunition.

 - 4. The Provider shall identify accounting processes including but not limited to the following:
 - a) Current billing processes (include software used)
 - b) Audit requirements of the organization

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Required Information

Each proposal shall contain the following information:

1. Name, title, and telephone number of the Provider's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from GCCSCD and providing the Provider's response.
2. Business and employee information
 - a) Names and addresses of the Provider's principal officers, directors, or partners.
 - b) If an employee or officer is actively or previously on community supervision in the State of Texas, on parole, or convicted of a felony offense in any state, give the name, address, and basic employment information.
 - c) A copy of the Provider's most recent financial statement (i.e., monthly, quarterly) and most recent audited financial statement each to include corresponding balance sheet, income statement, and statement of cash flow. The Provider must include an affidavit certifying that the Provider is a duly qualified, capable and otherwise bondable business entity, that the Provider is not in receivership or contemplates same, and has not filed for bankruptcy.
 - d) A brief biography and complete resume of the people who will operate or manage the services provided by the Provider.
 - e) The Provider's organization chart.
3. The name and address of the Provider's insurance carrier(s), along with the statements from the Provider's insurance carrier(s) that insurance as specified in this RFP is either in force or available upon the Provider's request.
4. Complete reference information for all public and private institutions or agencies to which the Provider provides or has provided similar services; specify date of service contracts and current rates for contracted services.
5. A list of any civil lawsuits filed or pending on or after January 1, 1987, which are against or on behalf of the Provider or of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors.
6. A list of any criminal cases (Class B misdemeanor or greater) filed or pending on or after January 1, 1987, in which the Provider or any of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors have been charged or convicted.
7. Other organizational, biographical, or financial information deemed relevant by the Provider.
8. Describe the location where the service will be provided. Is the location accessible to public transportation and in a geographic area accessible to offenders? Is the location near schools, day care center, churches, or other facilities where offenders may be a threat to public safety?
9. Describe when treatment services could begin.
10. Describe the Provider's experience with the criminal justice population. Include any services for GCCSCD under previous contracts.

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11. Describe all services provided and specify if all services are provided to all probationers. Describe eligibility criteria for probationers; include any special client characteristics (i.e., level of intellectual functioning, homeless, indigent, etc.), as well as which clients would be ineligible (offense categories, criminal history, etc.). The Providers must include information on how they will avoid denial of services to people covered under the Americans with Disabilities Act. GCCSCD will consider proposals to provide sex offender services for special need offenders at higher rates.
12. Describe all probationers' responsibilities (i.e., homework assignments, practice sessions, etc.) include frequency, number, and timeframe where appropriate.

Special Requirements for Non-Residential Counseling and Treatment Services

1. Describe procedures and information necessary for an offender to be admitted to the Provider's program.
2. Describe and specify any diagnostic assessments that will precede program services or treatment. Describe any post-program services or treatment assessments that will be conducted. Describe why these particular assessments will be utilized.
3. Describe how and in what timeframe an individualized client treatment plan is developed.
4. If group counseling is provided, describe the type of group process utilized; include goals and objectives of the group process, minimum and maximum number of clients in a group; and specify if open or closed groups are utilized.
5. If individual counseling is provided, describe counseling and therapeutic approaches that are utilized, specify skill development techniques utilized and goals and objectives of individual counseling.
6. Describe minimum and maximum length of program participation. Specify program length for each level of service (i.e., group and individual). What criteria are used to determine when to release a client early or request an extension?
7. Describe how client progress is measure during program participation. Describe type and frequency of reports to CSOs.
8. Describe the communication process and frequency of communication between the program staff or the Provider and CSOs (by telephone, written reports, etc.). Specify if communication process or frequency will vary during duration of services or treatment.
9. Describe the client's discharge or termination procedure (successful or unsuccessful) from the program. Include if certificates of completion will be provided and, if so, include the procedure to provide certificate to client and notification procedure to CSOs.
10. Describe staff-to-client ratio.
11. Describe client files, format, frequency of entries, etc.

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Program Performance Measures

Describe at minimum your system of program measures to include at least the following:

1. Outputs
 - a) Total number served
 - b) Total number of successful program completions
 - c) Total number of counseling hours provided
 - d) Other output measures
2. Outcomes, include immediate and long-term outcomes that are specific to the program or service
3. The following four outcomes will be required for each sex offender service:
 - a) Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration; i.e., Class B misdemeanors and greater).
 - b) Decrease repeat incarceration
 - c) Increase positive community supervision outcomes in areas of 1) expiration; 2) early discharge; and 3) revocations.
 - d) Specific programmatic outcomes (i.e., completion of program [successful], violation of program conditions or inappropriate placement [unsuccessful]).
4. Describe any performance measures your facility uses in accomplishing its goals.

Agency Evaluation Methods

1. Describe your plan for determining the degree to which output and outcome objectives are met and methods are followed.
2. Describe your plan for monitoring outputs and outcomes.
3. State who will do the monitoring.
4. Describe how data will be gathered.
5. Describe test instruments or questionnaires that will be used.
6. Describe the data analysis process (if applicable).
7. Describe evaluation reports to be produced.
8. Describe the Management Information System (MIS) used for tracking clients in treatment and after discharge.

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IV. After Proposals are Opened

Proposal Evaluation Factors

GCCSCD will consider many evaluation factors (of which cost is only one factor) and will receive proposals from all responsible applicants. The objective of GCCSCD is to enter into a contract with the best applicants at the best price. A weighted evaluation criteria, utilizing a numeric score, will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the Provider before GCCSCD Review Committee. If necessary, oral presentations will be scheduled. Proposal evaluation elements include, but are not limited to, the following:

- 1. The proposed price per unit of service – max 25 points**
- 2. Completion of all aspects of this request for proposal – max 15 points**
- 3. The Provider’s qualifications: experience; licenses; certifications of management and staff – max 15 points**
- 4. Evidence of previous accomplishments in providing sex offender treatment services within the last five (5) years. Experience working with the target population – max 15 points**
- 5. The Provider’s program evaluation and monitoring procedures – max 15 points**
- 6. Other factors such as multiple locations, convenience of hours or location to target population, and ability to accept some referrals under other sources of funding – max 15 points**

Negotiation of Rate, Cost Justifications, and Contract Size

Based on TDCJ-CJAD notification of funding allocations to GCCSCD, funding will be awarded and contracts negotiated.

Following GCCSCDs Selections of The Providers

The proposal submitted in response to this RFP will become the Operational Plan. This document will be used in monitoring adequate provision of service. The Provider will enter into a written agreement for service which in addition to the specifications included in this RFP will also include at least the provisions as contained in Appendix I.

APPENDIX I
SAMPLE CONTRACT

S A M P L E
Galveston County
COMMUNITY SUPERVISION AND CORRECTONS DEPARTMENT

SEX OFFENDER TREATMENT SERVICES OPERATIONS AGREEMENT

This Operations Agreement ('Agreement') is made and entered into by and between Galveston County Community Supervision and Corrections Department ('Department'), and

_____ ('The Provider')

_____ Address

_____ City, State, Zip

as of the _____ day of _____, 20_____.

WITNESSETH

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF THE PROVIDER; TERM

Appointment of The Provider

In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, The Provider is hereby appointed to provide to the Department, and The Provider hereby agrees to furnish to the Department, the services provided for herein.

Term

This Agreement is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that The Department shall have the option to renew and extend this Agreement for a period of one year (with such changes as to which The Provider shall agree), upon the giving to The Provider a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 The Provider Rates

The Department agrees to make payments to The Provider for the delivery of services, not to exceed _____ for September 1, _____, through August 31, _____. The Provider acknowledges that the total dollar amount of the Agreement is subject to change, at The Department's discretion, based on needs and circumstances that arise within the overall Department program. The Provider agrees to the following rates for sex offender treatment services:

Evaluation	_____	per day
Group Counseling	_____	per hour
Individual Counseling	_____	per hour
Family Counseling	_____	per hour
Other	_____	each
Other	_____	each

1.2 Sex Offender Treatment Services Minimum Requirements

The Provider shall, in accordance with the terms of this agreement comply with all of the minimum requirements of sex offender treatment services listed in the RFP issued prior to this Agreement and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the sex offender treatment services as required by the Texas Department of State Health Services (DSHS) Council on Sex Offender Treatment.

1.3 Operational Plan

The proposal submitted in response to the RFP as finally negotiated becomes the Operational Plan by which the Provider will be audited.

1.4 Performance Measures

The Provider shall comply with the Performance Measures included in this Agreement to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of sex offenses. Performance Measures, along with applicable adjustments, for sex offender treatment services are as follows:

Strategy 1: Develop an individualized treatment plan that addresses the needs of each individual served.

Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed.

Strategy 2: Offenders’ progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the offenders’ levels of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the offender’s level of participation and compliance with treatment goals and objectives, the Provider shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

Strategy 3: Each offender exiting treatment will have a discharge plan completed and forwarded to the Department.

Measures: One hundred percent (100%) of the offenders exiting treatment shall have a discharge plan prepared and forwarded to the Department within three (3) days of the offender’s discharge.

Adjustment: The Provider shall reimburse fifty percent (50%) of the unit rate for the last three (3) units of service provided to each offender who does not have a discharge plan sent to the Department within three (3) days of offender’s discharge.

1.5 Negotiation

The Provider will document performance measures and evaluation criteria submitted as the Operational Plan (if applicable). The Department can negotiate with the Provider during the term of the Agreement to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.6 Participation

In order to ensure maximum participation of offenders in its program, The Provider shall:

- A) Contact The Department within twenty-four (24) hours whenever offenders fail to comply with their recommended treatments, including failure to show for initial appointment or unauthorized departures;
- B) Document on a weekly basis offenders’ levels of participation and compliance with treatment goals and objectives; and
- C) Maintain a signature log of all face-to-face contacts with offenders. The log must contain what services were performed, times, dates, and be signed by counselors and offenders.

1.7 Discharge

The discharge of all offenders shall be made in accordance with the following:

- A) Prior to discharge, The Provider shall schedule and coordinate with Offenders' CSOs or designees to evaluate if any additional services are required for Offenders. Copies of Offenders' discharge plans and discharge summaries shall be submitted to The Department within three (3) days of such discharges; and
- B) Under no circumstances may The Provider discharge Offenders without having furnished The Department with prior written notifications thereof.

1.8 Referrals

The Department retains control over Offenders referred to the Provider for the provision of sex offender treatment. When Offenders are determined to be in need of additional or different treatment services, Offenders are to be referred back to the Department for further actions. The process by which this action will occur will be addressed in the Operational Plan.

1.9 Court Testimony

The Provider agrees to present testimony in court, if required, at no additional cost to the Department.

1.10 Policies and Procedures

The services for Offenders shall include policies and procedures for admissions and discharges, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of services, and incident reporting and resolution, which shall be in writing and available to the Department prior to implementation. The Provider shall notify the Department in writing of deviations from such policies and procedures, whether temporary or permanent.

1.11 Coordination with the Department

- A) Develop alternatives to be utilized for incidents of non-compliance with program rules or alcohol or drug use by Offenders;
- B) Submit progress reports on all Offenders, indicating progress and compliance and non-compliance with program;
- C) Participate in meetings as the Department directs; and
- D) Comply with the Department operational policies and procedures as set forth by the Department and State programs.

1.12 No-Shows

The Department will not pay the Provider for Offenders who fail to attend sessions or meetings.

1.13 Definitions

The following terms used in this Agreement shall, unless the context indicates otherwise, have the meanings set forth below.

Agreement: this Operations Agreement with all exhibits hereto.

Contract Monitor: the individual(s) designated by the Department as such to ensure that the Provider complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the program budget, if applicable.

Counselor: an individual with appropriate licensure who renders sex offender treating counseling or services to an individual, group, organization, corporation, institution, or the general public for compensation.

Offenders or Offenders: individuals who receive services from The Provider hereunder who qualify for services and who have been ordered by a court of legal jurisdiction to participate in receiving services.

DSHS: Texas Department of State Health Services

Council on Sex Offender Treatment Rules: rules adopted by DSHS for the effective management of sex offenders in the community

Department Policies: all written policies, procedures, standards, guidelines, directives, and manuals of the Department, as same may be amended from time to time, which the Department has made available to the Provider and with which the Provider has an affirmative obligation to be and remain familiar.

Individual: person, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Monthly Invoice: those certain forms or electronic reporting mechanisms that the Provider shall prepare and submit to the Department no later than the seventh (7th) day after the end of the preceding month, based on the Provider's rate and yielding the monthly The Provider payment to be made by the Department.

Operational Plan: the written operating and audit system devised jointly by the Department and the Provider prior to and during the term hereof pursuant to the Provider's policies and procedures submitted in response to the RFP whereby the delivery of services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Offenders, which plan shall contain a mechanism for monthly self-monitoring reports by the Provider.

Payment or Payments: amounts agreed to be paid by the Department to the Provider.

Payment to the Provider: the mathematical product of the Provider's rate calculated by the number of verified Offenders for each hour and billing day for which outpatient services were rendered in the billing month.

Performance Measures: the standards whereby the Provider and the Department will determine the effectiveness of the services, as set forth in Article I hereto.

The Provider: 'Name of The Provider'

The Provider Rate: the amount paid by the Department to the Provider per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

RFP: that certain Request for Proposal issued by the Department for the purpose of soliciting proposals to render services and with respect to which the Provider responded and was awarded this Agreement, if applicable.

Services: the delivery by the Provider of the chemical dependency program as set forth in this Agreement and exhibits and as outlined in the Provider's response to the RFP, if applicable.

Term: the duration of this Agreement as specified in Article I.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The Provider represents and warrants to and for the benefit of the Department with the intent that the Department rely thereon for the purposes hereof, the following items.

2.1 Legal Status

The Provider (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization

The making and performance of this Agreement have been duly authorized by all necessary actions and will not violate any provision of current law or the Provider’s charter or by-laws. The Agreement has been duly executed and delivered by the Provider and, assuming due execution and delivery by the Department, constitutes a legal, valid, and binding agreement enforceable against the Provider in accordance with its terms.

2.3 Taxes

The Provider has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing

In accordance with 231.006 of the Texas Family Code, no individual who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of the Provider and who is now more than thirty (30) days delinquent in paying court-ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, the Provider certifies that it is not ineligible to receive the Payments and acknowledges that this Agreement may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments

No part of the Payments made to the Provider will be expended for any consultant fees, honorariums, or any other compensation to any employee of the Department or for unallowable costs. The Provider shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination

In the performance hereof, the Provider warrants that it shall not discriminate against any employee, subcontractor, or Offender on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. The Provider shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion

The Provider warrants that no Individual, other than a bona fide employee, has been employed to solicit or secure this Agreement with the Department, and the Provider has not paid or agreed to pay any Individual, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

**ARTICLE III
GENERAL CONDITIONS**

3.1 Safety Requirements

The Provider shall maintain the physical plant of the Facility in compliance with all applicable codes.

3.2 Health and Safety

The Provider shall ensure that adequate measures are taken to protect the health and safety of each Offender while receiving Services.

3.3 Staff Training

The Provider shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.4 Visitation by State Employees

The Provider shall at all times allow employees and agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other individuals designated by the Department or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the Provider.

3.5 No Subcontractors

No subcontractor may be utilized by the Provider unless the Department has furnished prior written approval.

3.6 Confidentiality

When applicable, records of identity, diagnosis, prognosis, or treatment of any Offender through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Offender's written consent as documented by a signed information release form. The Provider shall notify the Department in writing if any legal process requires disclosure of a Offender's record and shall obtain written acknowledgment of same from the Department's Authorized Representative.

3.7 Termination at Will

Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. The Department's only obligation for terminating this Agreement pursuant to this section shall be the payment to the Provider of Payments earned hereunder up to the date of termination. The Provider's only obligation for terminating this Agreement pursuant to this section shall be to provide Services until the date of termination. Neither the Provider nor the Department shall thereafter be entitled to any other compensation.

3.8 Record Retention

All records shall be the property of the Department. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the Provider for a period of five years with the following qualification: if any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after the Department has made the final Payment in accordance with this Agreement. At the end of the five-year period, the Provider will request disposition instructions from the Department.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls

The Provider shall establish, document, and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.

4.2 Governing Board Responsibility

The appropriate governing board or entity of the Provider shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with the Department policies, and applicable federal and state laws and regulations. Ignorance of any Agreement provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest

The Provider shall not refer offenders for additional services without prior written approval of the Department. The Provider shall develop and implement written internal policies that may be review by the Department to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the Provider for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration

Staff of the Provider shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.

4.5 Audits

The Provider agrees to furnish the Department and TDCJ with such information as may be required relating to the Services rendered hereunder. The Provider shall permit the Department to audit and inspect records and reports and to evaluate the performance of Services at any time. The Provider shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with the Department in its performance of random or routine audits to determine the accuracy of the Provider's reports.

4.6 Disclosure

The Provider is required to immediately or timely, as the case may be, disclose to the Department and TDCJ-CJAD the following:

- A) If any Individual who is an employee or director of the Provider is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, the Provider shall provide to the Department and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- B) If any Individual who is an employee, subcontractor, or director of the Provider is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- C) Report any actions or citations by federal, state, or local governmental agencies that may affect the Provider's licensure status or its ability to provide Services hereunder.

4.7 Withhold Payments

The Department may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted or corrected by the Provider. The Provider agrees to return any unearned amounts paid by the Department within thirty (30) days following the final date of the contract period, or at the Department's option, within thirty (30) days following the Department's delivery to the Provider a notice that amounts paid are to be return to the Department.

4.8 Accounting Records

The Provider agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this Agreement in accordance with fund accounting principles.

4.9 Payments to the Provider

The Provider shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from the Department based thereon, subject to the provisions in this Agreement. The Provider will provide an itemized list of Services performed during the invoice period, including the names of all Offenders serviced, the service provided, and the amount of time rendered with each. The Department agrees to pay the Provider within thirty (30) days after receipt of the Monthly Invoice.

4.10 Discharges for Offender Absence

Offenders on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.11 Residential Services Billed According to midnight Strength Rule

Non-community Corrections Facility (CCF) The Providers providing residential services shall charge the Department for clients according to the Midnight Strength Report.

4.12 Peer or Group-Controlled Meetings

The Provider shall not, under any circumstances, bill the Department for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.13 Specific Measures

All terms of this Agreement are subject to monitoring and verification; however, the Provider must have available for the Department's inspection records to support performance of those measures outlined in Article 1.5 herein, or refund the Department the specified adjustments.

4.14 Misspent Funds

The Provider will refund expenditures of the Provider that are contrary to this Agreement and deemed inappropriate by the Department or designee.

4.15 Other Revenues for Additional Services

The Provider may collect additional revenues from other sources only for services exceeding those requirements in Article I.

**ARTICLE V
DEFAULT AND TERMINATION**

5.1 Default by The Provider

Each of the following shall constitute an Event of Default on the part of the Provider.

- A) A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of the Provider of written notification thereof;
- B) A failure to maintain DSHS Sex Offender Related Rules and subsequent revisions;
- C) (1) Admit in writing its inability to pay its debts;
(2) make a general assignment for the benefit of creditors;
(3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order;
(4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or
(5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- D) The discovery by the Department that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

5.2 Remedy of the Department

Upon the occurrence of an Event of Default by the Provider, the Department shall notify the Provider of such Event of Default, and subject to the time provisions of Section 5.1 hereof, the Department shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Offenders; (b) suspend payment; (c) taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Provider all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default; and (d) termination and removal of the Provider as the Provider of Services. In the event of the Provider's removal due to an Event of Default, the Department shall have no further obligations to the Provider after such removal and in such event, the Provider agrees to cooperate with the Department regarding a transition to new the Provider of Services.

5.3 Default by the Department

The following shall constitute an Event of Default on the part of the Department: failure by the Department to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of The Provider

Upon an Event of Default by the Department, the Provider's sole remedy shall be to terminate this Agreement. Upon such termination, the Provider shall be entitled to receive Payment from the Department for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 Agreement Subject to Availability of Funds

This Agreement will be subject to the availability of funds as appropriated by the State Legislature and as made available by TDCJ-CJAD. If such funds become reduced or unavailable, this Agreement shall be subject to immediate modification, reduction or termination.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance

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

- A) Claims that may arise out of or result form the Provider's actions, omissions, or operations hereunder, whether such actions, omissions, or operations are by the Provider or by a subcontractor of the Provider, or by anyone directly or indirectly employed by or acting on behalf of the Provider or a subcontractor where liability may arise for:
1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any The Provider employees;
 3. Claims for damages because of bodily injury, sickness or disease or death of any Individual other than the Provider's employees;
 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Individual as a result of an act directly or indirectly related to the employment of such Individual by the Provider, or by (b) any other Individual;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. Claims for damages based on violations of civil rights;
 7. Claims for damages arising from fire and lightning and other casualties.
- B) The Provider shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, the Provider shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C) Certifications and policies of insurance shall be filed with the Department prior to execution of this Agreement. The Provider shall notify the Department within fifteen (15) days of cancellation of any policy required herein.
- D) Compliance with the foregoing insurance requirement shall not relieve the Provider from any liability under the indemnity provisions.

6.2 Indemnification

The Provider shall indemnify and save the Department, the Texas Board of Criminal Justice, TDCJ, the State of Texas, and its officers, agents and employees (hereinafter collectively referred to as the 'State') harmless from and against any and all claims arising from the conduct, management, or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of the Provider in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of the Provider, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought against the State by reason of any such claim. In any such action brought against the State, the Provider, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of the Department, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII INDEPENDENT CONTRACTOR

The Provider is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Provider is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Provider or any other party. The Provider shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income FICA and other taxes owed or claimed to be owed by the Provider, arising out of the Provider's association with the Department pursuant hereto, and the Provider shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

8.1 Inconsistencies

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment

There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.

8.4 Law of Texas

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this Agreement was entered.

8.5 Notices

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto or embodies herein.

8.7 Amendment

No changes to the Agreement shall be made except upon written agreement of both parties.

8.8 Headings

The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

8.9 Counterparts

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in _____ County, Texas by

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

THE PROVIDER: _____

BY: _____

TITLE: _____

DATE: _____

ATTACHMENTS

ATTACHMENT A Price Page

<i>Sex Offender Evaluation and Counseling</i>	<i>Bid Prices</i>
<p>1. Evaluation Includes interview, including history and recommended disposition. Must be performed directly by a licensed psychologist or other licensed counselor.</p> <p>The following tools must be used in addition to those proposed: Standard Intelligence Test, MMPI 2, Multiple Sex Inventory, Abel and Becker Cognitive Scale, and Burt Rape Myth Acceptance Scale.</p> <p>The Provider must state number of days needed to provide evaluation to referral source and evaluation tools used. (Maximum of 20 days per contract.)</p>	<p>Tools Used:</p> <p>\$_____ per evaluation</p> <p>_____ number of days</p> <p>Spanish: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Individual or Family Counseling - per counseling hour Must be performed directly by a licensed psychologist or other licensed counselor.</p> <p>Administrative expenses and communications with family, school or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. Monthly typed progress reports to referral source required.</p>	<p>\$_____ per hour</p> <p>Spanish: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3 Group Counseling - per counseling hour Maximum of 10 individuals in group, 12 hours per session.</p> <p>Must be performed directly by a licensed psychologist or other licensed counselor.</p> <p>Administrative expenses and communications with family, school or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. Monthly typed progress reports to referral source required.</p>	<p>\$_____ per hour</p> <p>Spanish: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

ATTACHMENT B

Cover Page

All proposals must include this cover page as the first page.

Proposal to Perform Sex Offender Treatment Services

Date Proposals Due:	Galveston County CSCD	
Subject of Proposal:		
The Provider Name:		
Address:		
Telephone Numbers:	Phone	Fax
Tax ID Number:		

<i>Service Type</i>	<i>Rate</i>	<i>Exceptions</i>
Evaluation		
Group Counseling		
Individual or Family Counseling		
Other		
Other		
Printed name of authorized agent or official authorized to submit proposal or execute contracts.	Name	Title
Signature		
Printed name of authorized agent or official authorized to submit proposal or execute contracts.	Name	Title
Signature		

ATTACHMENT C



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY
Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: _____

Solicitation Title: _____

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

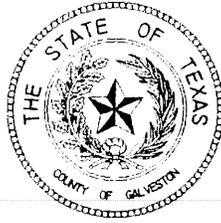
Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification

(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire

(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

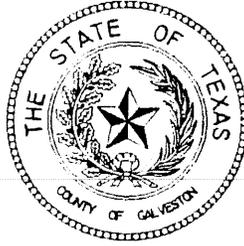
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date