



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: # 1472**

**RFP TITLE: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)**

**DATE DUE: JULY 14, 2020**

**DUE NO LATER THAN 11:00 A.M.**

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

Please return Proposal **ORIGINAL ONE (1) and SEVEN (7) COPIES** in sealed envelope. Be sure that return envelope shows the Proposal Number, Description and is marked "SEALED RFP".

**RETURN PROPOSAL TO:**

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)  
1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

**MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:**

(Proposers must submit question (in advance) **3 working days prior** to each pre Proposal meeting date)

**Meeting Monday, June 29, 2020 2:00 P.M.**

**PRE PROPOSAL MEETING LOCATION: Cameron County Juvenile Probation Dept. –**

**PO Box 1690, (2310 West Business Hwy. 77), San Benito, TX**

**CONTACT PERSON: Rose M. Gomez (956) 399-3075**

Pre proposal questions must be submitted by:

(e-mail or fax 956-550-7219 Mike Forbes)

For additional information or to request addendum contact: Mike Forbes or Dalia Loera at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) To ask specific questions on project requirements, please call: **Rose M. Gomez, Chief Executive Officer at (956) 399-3075 .**

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

**All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

How did you find out about this Proposal? \_\_\_\_\_ (ex: Newspaper, Web, mail out)

**Is Proposer's principal place of Business within Cameron County? \_\_\_ Yes \_\_\_ No**

Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provision of this Proposal. When an award letter is issued, this RFP becomes part of the signed contract. When an additional Contract is required a Proposal award does not constitute a contract award and Proposal / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge and Juvenile Board Chair.

# CHECK LIST

Items checked below represent components which comprise this bid/Proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/Proposal. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your Proposal packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**  
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work/Social Distancing & Remote Learning**  
This section contains the detailed description of the product/service sought by the County.

## **Attachments**

- Attachments A, B, C, D, E, F,G, H, I, J**  
Be sure to complete these forms and return with packet.
- Proposal Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/Proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

## **Other - Final Reminders to double check before submitting RFP**

- \_\_\_\_\_ Is your Proposal sealed with Proposal #, title, Proposers Name, & return address, on outside?
- \_\_\_\_\_ Did you complete, sign and submit page 1?
- \_\_\_\_\_ Did you complete and submit attachments A,B,C,D,E, F, G, H, I, J ?
- \_\_\_\_\_ Did you provide the number of copies as required on the cover page?
- \_\_\_\_\_ Did you visit our website [www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm) for any addendums?

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective Proposers (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to Proposal and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your Proposal with all appropriate supplements and/or samples. Prior to returning your sealed Proposal response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering County Purchasing web site at:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Addendums Column (updated Addendums). These Addendums must be signed and returned with your Proposal in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. . Annual award information can be accessed at:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your Proposal is complete, and double check your Proposal for accuracy.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The Cameron County's specifications may be exceeded and should be noted by the Proposer as such. Any Proposal NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to Proposal is governed by the competitive Proposal requirements of the Cameron County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Cameron County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Proposal, the Change(s) and addition(s) will be forwarded to all Proposers involved as quickly as possible in the form of a written addendum only.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G , H, I, J and return all with your Proposal.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

**For all persons and business entities doing business with Cameron County:**

**This questionnaire must be submitted with the response to this RFQ and filed in accordance with chapter 176 of the Local Government Code by a persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk's office 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 (or entity or both) commits an offense if the person violates Section 176.006, Local Govt. Code.

A vendor commits an offense if the vendor:

- (1) is required to file a conflict of interest questionnaire under Section 176.006; and
- (2) either:
  - (A) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or
  - (B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

Under Section 176.013, Local Government Code An offense under this section is (1) a Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract; (2) a Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or (3) a Class A misdemeanor if the contract amount is at least \$5 million.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

[http://www.co.cameron.tx.us/Purchasing/Docs/CIQ\\_2019.pdf](http://www.co.cameron.tx.us/Purchasing/Docs/CIQ_2019.pdf)

#### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed**. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/Purchasing/Disclosure%20of%20Interest.pdf>

#### **TEXAS ETHICS COMMISSION FORM 1295**

All RFQs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFQ award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "**Vendor – TEC Form 1295**" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

RESPONDENTS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All respondents are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: [http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding Proposers will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other Proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Cameron County RFP, the Proposer's RFP in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful Provider and Cameron County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to Juvenile Student Services. Such scope of service documents will be incorporated into the contract agreement. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

LAWS, RULES, REGULATIONS, ORDERS: The Proposer must at all times comply with all applicable laws, rules, regulations and order of the Federal Government, State of Texas, County of Cameron, and the City of Brownsville. Proposer must, also meet and comply with all current Texas Juvenile Justice Department requirements.

### PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.

RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

2. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
3. The Cameron County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
4. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the Cameron County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and Cameron County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions / cancellations permitted without written approval of Purchasing Agent.
9. The Cameron County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. Cameron County also reserves the right to award either with or without trade-in, if applicable.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the proposer to ask any and all questions the bidder or proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

16. The period for reaching acceptance decision of this Proposal will be **ninety (90) calendar days**.

17. **MANDATORY PRE-PROPOSAL CONFERENCE** In accordance with Texas Local Government Code § 262.0256 the conference will be conducted by Cameron County on **JULY 14, 2020**, in the Cameron County Juvenile Justice Department. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any proposer intending to submit a proposal in response to **RFP # 1472**. The site tours are also mandatory to avoid the situation of a RFP being submitted without the proposer having seen the facilities. Any company planning to attend the conference and site tours must submit a "Letter of Registration" to the Cameron County Purchasing Office prior to the date of the conference. Letter shall include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider proposing and not more than three individuals may participate for a single proposer. Any additional participants must receive the advance approval of Cameron County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the proposer; however, at least one company representative must represent the proposer at each activity. A mandatory pre-proposal conference will be held (See Page # 1 for Date, Time, and Location) to discuss issues or questions which Proposer may have pertaining to this RFP. To ensure all Proposers' responses reflect a complete understanding of the conditions, operation, location, requirements, space availability, and surrounding areas to meet the deliverables of the contract, a tour of the facility will be conducted at the pre-proposal conference.

18. **BID BOND** : All RFP's must be accompanied by a guaranty given in the amount of 5 % of the proposed contract amount and may be given at the option of the Proposer by **BID BOND, from a reputable insurance company authorized to post such Bonds in the State of Texas, or CERTIFIED COMPANY CHECK OR CASHIER'S CHECK** .

- i. Proposers must submit Bid Bonds based upon the following formula:
- ii. The estimated value of the contract shall be based upon the average unit student population, times 365 days times your price per student times 5%.

**Example: 45 average students x 365 days per year x your price per inmate x 5% = (equals) Bid Bond**

19. **PERFORMANCE BOND:** A performance bond in the amount of **\$ 300,000** will be required of the successful proposer upon award of contract. The bond shall remain in effect for the term of the contract.

20. **INSPECTION:** Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an Proposer cannot furnish a sample of a Proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the Cameron County can reject the RFP as inadequate.

21. **TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods Proposal for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection.

22. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

23. **FUNDING:** Funds for payment have been provided through the Cameron County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Cameron County fiscal year shall be subject to budget approval.

24. **INVOICES AND PAYMENTS:** (a) Service provider shall submit an invoice for each month of service, in duplicate. Mail to: Cameron County, ATTN: Auditor's Office, P. O. Box 3846, Brownsville, Texas 78523. Payment shall not be due until 30 days after receipt of the invoice as submitted. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. The Purchase Order may be cancelled by the County due to lack of funds. The County will be responsible for the payment for services rendered through the date of cancellation but not beyond. (c) Do not include Federal Excise, State or City Sales Tax. Cameron County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the Proposer may invoice following each delivery and the Cameron County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Proposer should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
P. O. BOX 3846  
BROWNSVILLE, TEXAS 78523**

**and additional two copies to**

**CAMERON COUNTY JUVENILE JUSTICE DEPT.  
2310 WEST BUSINESS HIGHWAY 77,  
SAN BENITO, TEXAS 78586**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

Monthly certified invoices shall be prepared by the successful Proposer. These invoices shall reflect the preceding month's services, detailing the exact number of students served, and broken down as follows:

1. Actual number of regular students
2. Actual number of attended days by the students
3. Attendance for all mandated and discretionary students will be attached to each invoice
4. Any additional services authorized by the Cameron County Juvenile Justice Department

Monthly invoices must reference the Cameron County Purchase Order number in order to be processed. After verification and approval, the invoice will be forwarded to the Cameron County Auditor/ Accts. Payable for payment.

**25. PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment will be processed within thirty (30) days after receipt of a correct invoice or completion of services; whichever is later as required by V.A.C.S. Article 601f. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

**26. PERMITS, TAXES, LICENSES:** The Provider is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

**27. ALTERNATIVE PROPOSALS:** Cameron County may entertain alternative proposals submitted by any or all proposers but the primary response must correspond directly to the immediate requirements of the RFP (or that's specific section of the RFP if only a particular service is being Proposal). Such alternatives may include, for example, catastrophic limits, aggregate cap, modified staffing, etc.

**28. COUNTY ASSERTION OF ESTIMATES:** Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of proposers and is not guaranteed to be relied upon for future volumes

**29. PROPOSER COMMUNICATION:** Proposers are prohibited from communication directly with any employee of Cameron County, except as described herein. Cameron County will not be responsible to verbal information given by any Cameron County employee of other person other than duly authorized Cameron County Staff. This issuance of a written response to questions and or written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

**30. AUDITS AND RECORDS:** The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of one (1) year from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

**31. CONFIDENTIALITY:** All completed and submitted proposals become the property of Cameron County. Cameron County may use the RFP for any purpose it deems appropriate. Prior to Cameron County approval, the RFP/application material is considered as "draft" and is not subject to the Texas "Open Records" law. After approval by Cameron County, the RFP material becomes part of the contract between the successful proposer and Cameron County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Open Records" law. If any information is to be considered proprietary, the Proposer must place it in a separate envelope and mark it "Proprietary Information." Cameron County retains the final authority as to the extent of material that is considered proprietary or confidential.

**32. AUTHORIZATION:** By order of the Commissioners' Court of Cameron County, Texas sealed proposals will be received for Services: Juvenile Justice Alternative Education Program, **RFP No. 1472**

## GENERAL REQUIREMENTS

**It is understood that the Juvenile Board of Cameron County, Texas reserves the right to accept or reject in part or in whole any proposal submitted and to waive informalities for the best interest of the County. The award of this contract shall be made to the Offeror who provides the best and most responsible proposal and whose proposal is determined to be the lowest evaluated offer in accordance with the laws of the State of Texas.**

**Cameron County, on behalf of Cameron County Juvenile Board, is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any proposal requirements that are causing you difficulty in responding to our request for proposals. We want to make the process as easy as possible so that all responsible Offerors can compete for the County's business.**

**Cameron County will not be liable for any costs incurred by any Offeror in preparing a response to this RFP. Offerors submit proposals at their own risk and expense. Cameron County makes no guarantee that any services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Cameron County.**

Offerors shall thoroughly examine the specifications, schedule, instructions and all other contract documents. Offerors shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials and equipment as required by this solicitation. No plea of ignorance by the Offeror of conditions that exist or that may thereafter exist as a result of failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the County or the compensations to the Offeror.

**Oral explanations and oral instructions given during the pre-proposal process are not binding. Only requirements included in the proposal and associated specifications and plans in subsequent County-issued written addenda are binding.**

**If an Offeror is in doubt as to the meaning of any part of the Specifications or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately contact Cameron County Purchasing Department via email: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or fax: 956-550-7219; and advise of such by written notice or request for an interpretation of same. If such written notice or request is delivered to Cameron County Purchasing Department c/o Mike Forbes, Purchasing Agent, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas 78520 prior to five (5) calendar days before the time set for opening proposals, the Cameron County Purchasing Agent shall issue a written addenda, forwarded to all persons who, to the knowledge of County, are prospective Offerors, setting out any corrections to such Contract Document or County's interpretation thereof, as the case may be.**

**FUNDING:** Funds for payment have been provided through Cameron County budget approved by the Cameron County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Cameron County extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the next calendar year.

**DELIVERY OF PROPOSALS:** No proposal or modification to a proposal or inclusion of addendum to response proposal shall be made orally or by telephone, telegraph or facsimile transmission (fax).

When submitting by mail, place the envelope in another sealed envelope and address as indicated in the official advertisement. Proposals that do not arrive in the hands of the Letting Official at the location described in the official advertisement, on or before the time and date set for the opening, will not be accepted, and will be considered a late proposal.

**LATE PROPOSALS:** Cameron County is not responsible for lateness or non-delivery of mail by carrier, etc. Offerors planning to hand deliver proposals are advised that a security screening station operates in the Courthouse and delays may be anticipated in reaching the Purchasing Office. Cameron County cannot accept a proposal after the closing hour advertised. Proposals received in the Purchasing Office after submission deadline will be considered non-responsive. Late proposals will not be opened until a contract is approved, and one copy of the proposal will be filed with the permanent file. Cameron County will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

**REVISING PROPOSALS: Revisions to Proposals will be handled as follows:**

- A. Before submission and prior to Proposal Opening. In ink, make desired changes, including interlineations, alterations, or erasures, and initial the changes to guarantee authenticity.**
- B. After submission and prior to Proposal Opening. Withdraw the proposal in accordance with “Withdrawing Proposals” below. In ink, make desired changes and initial the changes. Resubmit to the letting official in accordance with Article XIII, “Delivery of Proposal”, the County will not make revisions to a Proposal on behalf of an Offeror.**
- C. After Proposal Opening. Proposal revisions are not allowed after the time of proposal opening.**

**WITHDRAWAL OF PROPOSALS:** A Proposal may be withdrawn by written fax or telegraphic request received by Purchasing Agent prior to the time fixed for proposal opening. Two (2) signed copies of any such telegraphic or fax withdrawal should be forwarded immediately to County in a sealed envelope properly marked to identify the contents.

**PROPRIETARY MATERIAL:** All *PROPRIETARY* information must be clearly marked and identified as such. Failure to mark it as proprietary information may result in the information being released to the public. The County does not take any responsibility for determining whether information is proprietary. All other information submitted is subject to be released under the Texas Public Information Act or other applicable law.

**CONFIDENTIAL MATERIAL:** All material that is to be considered confidential in nature must be clearly identified as such and will be treated as confidential by Cameron County to the extent allowable in the Texas Public Information Act.

**PROPOSAL PROCESS:** Proposals will be opened so as to avoid disclosure of contents to competing offerors and will be kept secret during the process of negotiations. All proposals submitted will be opened for public inspection after the contract has been awarded, **except for**

**trade secrets and confidential information contained in the proposal and clearly identified as such.** Discussions may be had with responsible offerors who submit proposals determined reasonably susceptible of being selected for award. Offerors will be accorded fair treatment with respect to an opportunity for discussion and revision of proposals. Revisions may be permitted after submission and before award for the purpose of obtaining the best and final offer.

**NON-RESPONSIVE PROPOSALS: A proposal that has one or more of the deficiencies listed below is non-responsive and will not be considered.**

- A. The proposal is not signed by the person or persons authorized to bind the contract.
- B. Proposal does not contain requirements requested in Article VI, “Data to Accompany Proposal”.
- C. The proposal was not in the hands of the letting official as per the time and location specified in the advertisement.
- D. The Offeror modifies the County’s Proposal Response Form in a manner that alters the content of the County’s Proposal Response Form.
- E. The Offeror submits more than one proposal, under the same or different name, for a specific proposed contract. (An Offeror may submit a proposal and participate as a material supplier, **subcontractor**, or both to any or all Offerors contemplating submitting proposal for this work).
- F. The Offeror did not attend a specified mandatory pre-proposal conference as required by law.
- G. The Offeror leaves the unit price amount on his/her Proposal Response Form blank.
- H. The Offerors’ entry of unit price amount in the Proposal Response Form is illegible.
- I. The Offeror fails to allow inspection of its facilities and equipment.

**TIE PROPOSALS: If two responsible Offeror’s submit the lowest and best proposal, the Cameron County Juvenile Board shall make the final decision by vote.**

**AWARD OF CONTRACT: The County reserves the right to reject any or all proposals, to accept the proposal or proposals it considers most advantageous, to waive irregularities or formalities in proposing, and to hold all proposals for thirty (30) days after the date scheduled for opening such proposals.**

**The award of this contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the RFP.**

**Before a contract is awarded, the apparent responsible Offeror, upon request by the County, shall furnish to County all or any portion of the following:**

- A. **A verified statement of his financial condition during the three (3) month period prior to the proposal opening, his experience record, a list of his proposed sub-contractors, a schedule of his equipment, and such other evidence of his ability to complete the Project in the manner specified in the Contract Documents as the County may request.**

**The Offeror whose proposal is accepted by County under the RFP shall within ten (10) days after receipt of notice that his proposal has been accepted, execute a Contract with County.**

**CONTRACT: The proposal, accompanying documents, and any negotiated terms, when properly executed and signed by Cameron County, shall constitute a contract equally binding between the successful Offeror and Cameron County Juvenile Board.**

**CONTRACT CHANGES:** No oral statements of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Cameron County Juvenile Board.

**ASSIGNMENT OF CONTRACT:** The services to be performed by the Offeror shall not be sold, assigned, sublet, or transferred nor shall the Offeror assign any monies due or to become due to him/her under any contract entered, in whole or in part, without the written consent of the County pursuant to these specifications.

**TERMINATION FOR DEFAULT:** Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Cameron County in the event of breach or default of this contract. Cameron County reserves the right to terminate the contract immediately in the event the successful Offeror fails to perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to award to another Offeror, retain services elsewhere and charge the full increase in cost to the defaulting Offeror.

**EXCEPTIONS AND SUBSTITUTIONS:** All proposals meeting the intent of this request for proposal will be considered for negotiations. Offerors taking exception to the specifications or offering substitutions shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror shall be responsible for performing in strict accordance with the specifications of the Request for Proposals. Cameron County Juvenile Board reserves the right to accept any and all or none of the exceptions and/or substitutions deemed to be in the best interest of the County.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**ETHICS:** The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, elected or appointed official or agent of Cameron County.

**GRATUITIES: Do not offer County employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of the Contract. Termination of the Contract will be in accordance with the General Conditions.**

No Public Official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**APPLICABLE LAWS AND VENUE:** The successful firm agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate city, county or state of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended. The parties herein agree that this contract shall be enforceable in Cameron County Texas.

**HOLD HARMLESS AGREEMENT:** Successful Offeror shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions or other claims of any character, and description brought for or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Offeror shall pay any judgement with cost that may be obtained against Cameron County growing out of such injuries.

**LAWS, REGULATIONS AND PERMITS:** The Offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## PROJECT AWARD SCHEDULE

### JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

#### ActivityDate (2020)

|  |         |             |
|--|---------|-------------|
| Advertisement                            | 6/14/20 | (Sunday)    |
| Issue Request for Proposals              | 6/15/20 | (Monday)    |
| Conduct Optional Pre-Proposal Conference | 6/29/20 | (Monday)    |
| Addendum Request Deadline                | 7/2/20  | (Thursday)  |
| Proposals Due Deadline                   | 7/14/20 | (Tuesday)   |
| Complete Evaluation Process              | 7/22/20 | (Wednesday) |
| Negotiations with Potential Contractor   | 7/24/20 | (Friday)    |
| County Juvenile Board Chair Approval     | 8/11/20 | (Tuesday)   |
| Contract Award                           | 8/11/20 | (Tuesday)   |

***SUBJECT TO CHANGE***

## INSTRUCTIONS TO OFFERORS

### Article I. Nature of Project

The Commissioners Court of Cameron County (hereinafter called the “County”) will accept sealed competitive proposals, on behalf of Cameron County Juvenile Board, for:

**RFP NO. 1472**

#### **JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)**

In accordance with the Specifications and other Contract Documents prepared by the County and Cameron County Juvenile Board (hereinafter called the “Juvenile Board”).

The purpose of this RFP is to solicit proposals from organizations to satisfy the requirements of a Juvenile Justice Alternative Education Program as required under the Texas Education Code, Chapter 37.

The term for this contract is for twenty-four months, with a two (2) year option to extend. All rates proposed shall be guaranteed for the contract term. However, the Juvenile Department reserves the right to accept guarantee of more than twenty-four months if it is in the Juvenile Board’s best interest.

### Article II. Eligibility of Offeror

Any Offeror, in order to be eligible to submit a proposal, must be able to demonstrate to the satisfaction of the County and Juvenile Department that he has the financial capacity to carry on the work until such time as he receives the first payment under the contract, and that he is able to finance the work between payments during the contract period.

In summary, the proposal shall be accompanied by statement of financial condition, in the form of an audited financial statement. Failure shall disqualify the Offeror.

Offeror must have a non-profit status and previous experience operating a Juvenile Justice Alternative Education Program.

Offeror must provide TEA approved classroom facilities for programming at no expense to the county.

### Article III. Issuing Proposal Documents

Proposal packets have been prepared for the purpose of: outlining the scope of work and evaluation criteria required by the County and Juvenile Board. Cameron County and Juvenile Board reserves the right to negotiate with any and all individuals or firms submitting proposals

Specifications are on file in the office of the Cameron County Purchasing Agent, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas, 78520, where they may be inspected by qualified Offerors without charge.

Article IV. Scope of Work

The Cameron County Juvenile Board is charged with providing education to those students who have been expelled by any of the school districts within the County and who have been adjudicated as delinquent by a juvenile court. In addition, the court may order students who have been expelled and who are found to have undertaken conduct indicating a need for supervision (CINS) to attend the program. The Cameron County Juvenile Board has the discretion to also accept Discretionary Expelled student into the program. It is unknown what the rate of students will be as it is the schools authority to decide what students get expelled.

The Juvenile Board has two goals for the Program: to educate the children; and to stop their delinquent conduct and misbehavior. With respect to the education of students, the Juvenile Board would like to make certain that the students improve and that they are able to reintegrate into the regular school once their term of expulsion expires. With regard to conduct, it is hoped that the student will successfully complete their program time and/or probation and that they will not re-offend in the future.

1. SPECIFICATIONS

- A. The Juvenile Justice Alternative Education Program (JJAEP) will service a capacity to be determined by classroom space and staff ratios. Both boys and girls from ages 10 to 17 (in a case by case basis between the ages of 18 to 21 can be reviewed) will be included in the population. Attendance of 18-21 year olds must be approved by the Cameron County Juvenile Justice Department CEO on an individual basis. The program must operate at least seven (7) hours a day and one hundred eighty (180) days a year. In the event there is a pandemic remote learning will take place. The Offerors proposal should cover the following services:

**SCHEDULE OF SERVICES**

**I. Curriculum**

- a) English /Language Arts
- b) Mathematics
- c) Science
- d) Social Studies
- e) Self Discipline
- f) High School Equivalency
- g) Special Education Services
- h) Computer lab/tutorial/remote learning if necessary

**II. Social and Psychological Services**

- a) Counseling
- b) Case Management Coordination
- c) Social Service Resources
- d) Drug and Alcohol Counseling Resources

**III. Personnel**

- a) Teachers
- b) Drivers
- c) Administration
- d) Counselors and Service Providers
- e) Security
- f) Maintenance
- g) Food Service

**IV. Facilities**

- a) Classroom
- b) Recreation/Physical Education
- c) Office and Administration
- d) Library/ Computer Lab
- e) Cafeteria

**V. Transportation**

**VI. Instructional Materials**

- a) Books
- b) Computers
- c) Material to assist the Teacher

**VII. Testing**

- a) STARR
- b) End of Course Exam
- c) Student Evaluation
- d) Program Evaluation

**B. Separate Program.** The Juvenile Board is not necessarily looking for a uniform and universal program. It may be that different programs are created to meet varying security and behavioral modification needs. The Offeror may wish to address these separate needs through separate programs or may wish to propose a single program addressing the needs of a single identifiable segment of the student population.

**C. Quantities.** The Juvenile Board reserves the right to increase or decrease the number of students on the basis of actual expelled students.

**D. Service Description.** Offerors shall submit complete data on each service set out in the Schedule of Service (Article IV, Scope of Work, item 1.A), fully describing how it will be provided. Failure to submit the above information with sealed proposal may disqualify proposal.

**E. Cooperative Agreements.** The Juvenile Board recognizes that no one organization may have all the expertise necessary for this undertaking and encourages Offerors to form cooperative agreements to meet these needs. Any such agreement should be included with the proposal.

**F. Representative.** The successful Offeror agrees to send a personal representative with binding authority for the company to the Juvenile Board upon request to make adjustments and/or assist with coordination of all transactions as needed.

**G. Quality of Service.** The Juvenile Board reserves the right to determine the quality of services, contracts, and companies offered.

**H. EEOC Guidelines.** During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

## **2. REQUIREMENTS**

### **A. Requirements of Offerors submitting proposals:**

- 1) All Offerors submitting proposals must have all necessary licenses issued by the State of Texas to perform those services and must be able to demonstrate a level of performance to meet the goals of this RFP.**
- 2) The Offeror must have a general liability policy with a minimum limit of \$1,000,000. Enclose a copy with your proposal.**
- 3) The Offeror must be able to demonstrate that it can successfully deal with both the education of students in these age groups and juvenile probationers or other troubled or “at risk” youth.**
- 4) The Offeror must show a willingness and ability to think creatively and to find effective ways of dealing with these students.**
- 5) The Offeror must have a willingness to commit to specified levels of performance for service and quality.**
- 6) The Offeror must have an organization that can demonstrate the ability to deliver cost-effective service and effective teaching.**
- 7) The Offeror must provide a minimum of three (3) references; refer to Attachment A-References. List to include name and address of the organization, description of the services rendered, date when services were rendered, and a point of contact at the reference organization, phone number and an email address of point of contact. The preference is that at least 2 of these references be from counties where JJAEP’s or very similar programs are being operated by offeror.**

### **B. Requirements of Partners or Associates of Offerors submitting proposals:**

- 1) All partners or associates of Offerors submitting proposals must meet the requirements of A, 1), 2), 4), and 5) above; and such other requirements applicable of its role.**

### 3. SPECIFICS

#### A. Operating Policy:

- 1) **The Offeror must provide a written operating policy for each school program. The policy must set out specifically the method of operation of the JJAEP.**
- 2) **The Offeror must clearly set out all assumptions on which the proposal is based, especially the number of students and facilities.**
- 3) **The program must operate at least seven (7) hours a day, one hundred eighty (180) days a year.**

#### B. Curriculum:

- 1) **The Offeror must set out the curriculum for each component or program.**
- 2) **Curriculum must cover and focus on English Language Arts, Mathematics, Science, Social Studies, Self-Discipline and the High School Equivalency Program. The curriculum may, but is not required to, include additional courses of instructions so long as the focus of the curriculum is as set out above.**
- 3) **Curriculum for each student must be suitable for the child's age and grade and will allow the student to reintegrate into the regular school after the expulsion period has ended with a minimum of problems.**
- 4) **Curriculum must have a discipline management plan and take an innovative approach to self-discipline.**
- 5) **Curriculum will be evaluated to show improvement of individual educational performance and STARR testing.**
- 6) **Curriculum must have a plan for dealing with students with learning, physical and emotional disabilities.**

#### C. Social and Psychological Services:

- 1) **The Offeror should set forth the type and extent of counseling / case management services that will be available to the students, along with helping in transitioning the student to their main campus upon completing the program.**
- 2) **The Offeror should set out a plan for providing drug and alcohol and prevention counseling resources.**
- 3) **The Offeror must cover what additional social services and the extent which they will be offered and made available to the students.**

**D. Administration:**

- 1) The Administration must be familiar with all the statutory, regulatory, record keeping and reporting requirements of a JJAEP and adhere to the Texas Juvenile Justice Department's (TJJD) standards.**
- 2) The Administration must provide for a system of curriculum and lesson plan oversight and development.**
- 3) The Administration must have budget, audit and cost control systems in accordance with Generally Accepted Accounting Principles in place.**
- 4) The program should cause a reduction in recidivism and violations of probation as compared to similar historical populations of Cameron County and should have a system and personnel to keep and track this information.**
- 5) The program should show substantial improvement of all students in educational performance and should have a system and personnel to keep and track this information.**

**E. Personnel:**

- 1) The Offeror must set out its student to teacher ratio and a substantial portion of the facility must have significant teaching experience or be otherwise qualified to teach those subjects they will be teaching.**
- 2) There must be significant experience among teachers and other staff on dealing with "at risk" students, troubled youth and/or juvenile departments.**
- 3) The Offeror must have adequately trained counselors/caseworkers, transportation team and administrative personnel to meet the needs of the program.**
- 4) The Offeror must have a program or system of training personnel to deal with, to improve the relationship of staff and teachers with these children.**
- 5) There must be sufficient personnel trained to deal with children with learning, physical and emotional disabilities.**
- 6) There must be sufficient personnel to maintain the facilities in good repair and in safe condition and to be sufficiently clean and sanitary. The program may require students to participate in these functions, if so, it must be addressed in the plan.**
- 7) There must be sufficient personnel properly trained to maintain the safety, security, and decorum of the students, faculty, and staff, keeping in mind the special needs and risks of the population being served.**
- 8) The Offeror must have a system of oversight and evaluating the effectiveness of personnel.**
- 9) There must be a significant experience among the administration personnel in the area of school finance, budgeting and accounting.**

- 10) In accordance to State Standard 344.300(d), each employee must undergo a Criminal History Search (Fast Scan) executed by the Cameron County Juvenile Justice Department before employment is granted. Once hired, each employee must have orientation training to include, safety and security procedures, child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code.
- 11) The Offeror must set out its student to teacher ratio of one (1) to twenty four (24) maximum and the instructional staff for the JJAEP shall include, at a minimum, one Texas certified teacher. However, in the event of a pandemic social distancing will be implemented which will decrease the amount of students in the classroom. Instructional staff, at a minimum, must hold a four year degree from an accredited university.
- 12) In the event there is a pandemic, remote learning is being highly recommended to be provided to students.
- 13) There must be sufficient personnel to provide food service, if food service is provided.
- 14) The Offeror must fill an open position within thirty (30) days of its vacancy, or, beginning on the 31<sup>st</sup> day, shall forward the accrued salary total that position would pay to the Cameron County Juvenile Justice Department until the position is filled. Any monies collected shall be placed in the Juvenile Department's JJAEP fund and shall only be used for JJAEP program purposes.

**F. Facilities:**

- 1) The number and location of the facilities should be sufficient to meet the number of students.
- 2) The Offeror must address Schedule of Services, 1. SPECIFICATIONS, IV, Facilities, as set out in the Schedule of Values.

**G. Testing:**

- 1) The proposal must contain a program for testing and a system of accountability to show whether or not the program is meeting the set goals of education and recidivism.
- 2) The proposal should also include a proposal for self and program testing and follow-up.
- 3) There must be a program for administering the end of the course and STARR tests.

**H. Cost and Payment:**

- 1) The proposal shall set out the cost per student per day. These costs may be on an incremental basis, based on the number and age of the students. The proposal should also set out a system for payment.

- 2) The Offeror must set up a system of billing and accounting setting out what reports will be sent to the Juvenile Board.
- 3) The proposal must provide for a system of assessing each school district for students from that district.
- 4) The Offeror must set out budget and cash flow requirements over the period of the contract. Offeror must be able to operate financially at least 2 months with delayed payment from the county.
- 5) The Offeror should identify any additional funds from collateral sources that the program may qualify for.

**I. Instructional Materials:**

- 1) The proposal must identify the text books and instructional materials needed for each course.

**J. Transportation:**

- 1) The proposal must provide a plan for transportation. Offer must provide transportation to students to and from school.
- 2) Transportation costs billed to the school district will only be for discretionary students not mandated students. This variable should be considered for cost estimates.

**4. GENERAL PROVISIONS**

**A. Scope of Contract – Requirements:**

Upon acceptance of a proposal by Cameron County Juvenile Board, an Offeror shall be obligated, upon request, to enter into a formal contract with the Juvenile Board for the delivery of services and/or the products at the stated prices, within the time specified, and in accordance with this RFP, and General Provisions contained herein as specified in individual delivery orders. The estimated ranges of the number of students up to 125 students. They represent a realistic estimate based on past information for purposes of securing a proposal price. The numbers are not firm and are not hereby ordered or called for. Actual requirements will be stated through issuance of individual delivery orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

- 1) Cameron County Juvenile Board is obligated to pay for such orders above and to order all its requirements against this contract for which award has been made. Cameron County Juvenile Board is not obligated to order services not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.
- 2) Any order of a court ordering a student to attend the Cameron County JJAEP shall be deemed a delivery order, when a copy is sent to Offeror. Delivery orders may be issued from date of Award or other date agreed on. All orders are subject to the terms and conditions of the contract. In the event of conflict between delivery order and the contract, the contract shall control.

- 3) If mailed, a delivery order is considered “issued” when the Juvenile Board deposits the order in the mail. Delivery orders may also be issued orally so long as the court order is in writing, or by fax.
- 4) If the County’s requirements do not result in orders in the quantities described as “estimated” in the Schedule of Services, that fact shall not constitute the basis for an equitable price adjustment.

**B. Changes:**

The Cameron County Juvenile Board may at any time, by written order, and without the general scope of the contract, make changes in any one of the following:

- 1) Description of services to be performed.
- 2) Time of performance (i.e., hours or day, days of week, etc.).
- 3) Place of performance of the services.
- 4) Correction of errors of a general administrative nature of other mistakes; the correction of which do not affect the scope of the contract, or does not result in expense to the Offeror.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under the contract, whether or not changed by the order, the Cameron County Juvenile Board may make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Offeror must submit any “proposal for adjustment” under this clause within thirty (30) days from the date of receipt of the written order. If the Offerors proposal includes the cost of property made obsolete or excess by the change, the Juvenile Board shall have the right to prescribe the manner of disposition of the property.

If the Offeror changes name or ownership (NOVATION), the Juvenile Board shall be notified immediately. The change must be approved by the Juvenile Board before any change can be recognized in the contract.

**C. Option to Extend:**

The contract may be extended provided all terms and conditions, except for the contract period being extended or any price re-determination as authorized elsewhere in the contract, remain unchanged and in full force and effect. Option to Extend, if exercised, will be executed in the form of a Modification/Supplement Agreement, to be issued not sooner than ninety (90) days prior to expiration of the contract, nor later than the final day of the contract period. This Option to Extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be one (1) year.

**D. Payment:**

The Cameron County Auditor will process payment (by check) after notification by the Juvenile Department of satisfactory performance of services and valid invoice.

**E. Contract Construction:**

- 1) **Provision Words, Phrases, and Statutes, whether incorporated by actual use of by reference, shall be applied to the contract in accordance with Government Code 311.001 et.seq. Code Construction Act. Wherever “County” is used herein, it is understood to mean “Cameron County, Texas”. Wherever “Juvenile Board” is used herein, it is understood to mean “Cameron County Juvenile Board”.**
- 2) **In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order; (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) General Requirements of RFP; (e) other provisions, whether incorporated by reference or otherwise.**
- 3) **The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.**
- 4) **No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.**
- 5) **Terms addressed in the solicitation apply to the contract, as well.**

**Article V. Offerors Certifications/Agreements**

**By submission of a proposal:**

- 1) **Offeror certifies that they are dully qualified, capable, and otherwise a bondable business entity, and that is not in receivership or contemplating receivership, and have not filed for bankruptcy.**

**Offeror further certifies that the Company, Corporation, of Partnership does not owe any back taxes within Cameron County. No award will be made to a firm owing back taxes within the County. Additionally, if taxes become delinquent after an award has been made, that fact may constitute cause for cancellation of the contract.**

- 2) **Offeror warrants that all applicable patents, licenses and copyrights that may exist on items proposed have been adhered to and further, Offeror warrants that the Juvenile Board shall not be liable for any infringement of those rights. Such rights granted the Juvenile Board shall apply during the duration of the contract. The Juvenile Board will not knowingly or intentionally violate any patent, license or copyright applicable to items sold hereunder.**
- 3) **Offeror warrants that upon execution of a contract with the Juvenile Board Offeror will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, or national origin and will submit reports as the Juvenile Board may require assuring compliance.**

- 4) Offeror warrants that the proposed price will be held firm and subject to acceptance by the Juvenile Board for a period of one hundred twenty (120) calendar days from RFP closing date, or such longer period indicated in the offer.
- 5) Offeror warrants that they do not employ or retain anyone or no agency to solicit or secure the contract where Offeror has agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for the Offerors bona fide established commercial or selling agencies that are maintained as a regular course of business. Violation is cause for the Juvenile Board to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, or brokerage, or contingent fee.

#### Article VI. Data to Accompany Proposal

The attached letter form proposal should be completed by each Offeror in such detail as to facilitate a comprehensive analysis. If the Offeror is or is to be a newly formed corporation, a financial statement relating thereto must be furnished showing the amount of capital pledged or paid in by the stockholders, together with personal financial statements and business and personal references of the individual stockholders. All information submitted shall be held in strict confidence when so requested in writing by the Offeror.

In summary, the proposal shall be accompanied by the following:

1. Statement of financial condition, in the form of an audited financial statement, per Article II.
2. Service Description for Schedule of Services, Article IV, Scope of Work, 1.A.
3. Cooperative Agreements, Article IV, Scope of Work, 1.E, if applicable.
4. General Liability policy copy, for Offerors facility, as required per Article IV, Scope of Work, 2.A.2).
5. Specifics, as stated in Article IV, Scope of Work, 3.
6. Certification Statement, refer to Attachment A.
7. Statement of Credentials, attached.
8. If Offeror is newly formed corporation:
  - a. Financial statement showing the amount of pledged or paid in capital.
  - b. List of stockholders and percent of stock held by each.
  - c. Personal financial statements of individual stockholders.
  - d. Personal and business references of individual stockholders.

The foregoing information and documentation shall accompany each proposal in order for it to receive prompt and equitable consideration. Failure to provide complete information will be sufficient grounds to disregard any proposal.

The Offeror shall reference its proposal in the same order as provided in the specifications. Any company seeking to provide services on a subcontract basis must respond to appropriate sections of these specifications and must meet all conditions and/or standards in these specifications.

**Article VII. Evaluation Criteria**

The proposals received will be evaluated and ranked according to the following criteria:

**WEIGHTED QUANTITATIVE SCORING:**

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points  
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points  
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

CriteriaMaximum Points

|                                  |            |
|----------------------------------|------------|
| <b>Cost</b>                      | <b>30</b>  |
| <b>Personnel/Administration</b>  | <b>20</b>  |
| <b>Curriculum</b>                | <b>20</b>  |
| <b>Facilities/Transportation</b> | <b>15</b>  |
| <b>Reputation/References</b>     | <b>10</b>  |
| <b>Subjective Analysis</b>       | <b>5</b>   |
| <hr/>                            |            |
| <b>Total</b>                     | <b>100</b> |

**Negotiations may be conducted with responsible Offerors who submit proposals determined by the Juvenile Board to be reasonably susceptible of being selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Award may be made without negotiation of proposals with any Offeror.**

**Cost and/or pricing data may be required to be submitted with the proposal, if specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.**

#### Article VIII. Pre Award Survey

**After closing and prior to award, the Juvenile Board reserves the right to make a PRE-AWARD SURVEY of any or all Offerors facilities and equipment to be used in the performance of work under this solicitation. Offeror agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of proposals as non-responsive. The Juvenile Board reserves the right to reject facilities or equipment as a result of this survey. In addition, Offerors reputation relating to quality of performance may also be used for purposes of evaluating Offerors suitability for award of this solicitation.**

#### Article IX. Award of Contract

- 1) Award may be made to the low responsive, responsible Offeror, capable, in the sole discretion of the Juvenile Board of fulfilling the terms herein, or to the responsible Offeror whose proposal is most advantageous to the Juvenile Board, price and other factors considered. After approval by the Juvenile Board, award will be made by letter signed by the Chairman of the Juvenile Board, delivered to the successful Offeror. Unless or until the Juvenile Board enters into a more formal contract, this award shall be deemed an agreement in principle and according to the terms of this RFP.**
- 2) The Juvenile Board reserves the right to accept any item or group of items offered, unless the Offeror disqualifies his proposal by specific limitations.**
- 3) The Juvenile Board may reject a proposal (or all proposals) if not satisfactory to the Juvenile Board. The Juvenile Board also reserves the right to waive minor informalities or irregularities in any proposal.**
- 4) Other factors may be considered in determining the successful proposal when they are applicable, such as administrative cost for a multiple award, warranties and guarantees, performance period, and ability to deliver or perform.**
- 5) Texas provides no advantage to resident Offerors in the award process.**

#### Article X. Examining Documents

**The Offeror should examine the Proposal Response Form, Specifications, and the General Requirements before submitting a proposal. Submitting a proposal (to include proposal response form and Statement of Credentials with their proposal response) will be considered evidence that the Offeror has performed this examination. Failure of an Offeror to acquaint himself adequately with such conditions, facilities, difficulties, restrictions and requirements will not relieve the Offeror of his obligation to perform entire contract at the price set forth in his Agreement.**

#### Article XI. Preparing the Proposal

**Cameron County may either solicit unit prices or lump sum prices in a Request for Proposal. The Notice to Offerors will identify the method of purchase for this project. This section explains both methods. The Offeror should refer to the Notice to Offerors to determine whether it is a unit price or lump sum price solicited.**

Submit the proposal on the form(s) provided by the County. A submitted proposal that alters the content of the form furnished by the County will be considered non-responsive. All entries must be in ink. All blank spaces in the proposal response form should be filled out completely, and all numbers set forth both in words and figures.

If the proposal furnished with this project requires an offer on a unit price/estimated quantity basis, the Offeror shall enter a unit price in the space provided therefore and a total Item price based upon the estimated quantities shown on the Unit Price Proposal Form. Unit prices entered shall be the full price to County including materials, labor, services, rentals, overhead profit, etc., for the work described. Quantities shown reflect estimates from (dept) and are assumed correct for proposal purposes. The official total base proposed amount for this proposal will be determined by multiplying the unit proposed price for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts. In case of error the unit prices shall govern and computations will be checked for accuracy before award is made.

If the proposal furnished with this project requires an offer on a lump sum basis, the Offeror shall enter the total price on the Lump Sum Proposal Form. In addition, a schedule of values showing the breakdown of the total price will be filled out. The schedule of values will establish prices for the individual work so that if modifications to the contract are necessary, then the cost of the modifications is easily resolved. Lump Sum amount shown will control in determining the lowest and best proposal.

Execute the Proposal in ink. Provide the complete and correct name of the Offeror submitting the proposal. The proposal must be signed by the person or persons authorized to bind the contract.

Verify whether addenda have been issued on a proposed Contract. Offeror may call the County Purchasing office at 956-544-0871 to confirm the number of addenda issued, prior to submitting his proposal.

Cameron County is a tax-exempt agency. Offerors shall not include Federal taxes or State of Texas limited sales excise and use taxed in bid prices. An exemption certificate will be furnished upon request.

#### Article XII. Workers Compensation Certification

Offeror shall certify in writing that he provides Workers Compensation Insurance for all employees of the Offeror. The Offeror shall require all subcontractors to provide a similar certificate to the Offeror and the Offeror shall furnish such certificates to Cameron County, on behalf of Juvenile Board.

An Offeror shall:

- (1) Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

- (3) Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Offeror's current certificate of coverage ends during the duration of the project;
- (4) Obtain from each person providing services on a project, and provide the governmental entity:
  - a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - b) no later than seven (7) days after receipt by the Offeror, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Offeror knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project;
- (7) Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person might verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2: 28 TAC 110.110(d) (7) of this section, provided by the commission on the sample notice without any additional words or changes; and
- (8) Contracted personnel for the delivery of services will not be an acceptable agency practice.

#### Article XIII. Insurance and Liability

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract, until the Project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage. Identify the project number and name in the Certificate of Liability.

**A. Commercial General Liability:**

**Bodily Injury / Property Damage**

|                            |                             |
|----------------------------|-----------------------------|
| <b>Each<br/>Occurrence</b> | <b>Annual<br/>Aggregate</b> |
|----------------------------|-----------------------------|

|                    |                    |
|--------------------|--------------------|
| <b>\$1,000,000</b> | <b>\$2,000,000</b> |
|--------------------|--------------------|

**A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. Cameron County is to be named as additional insured and a waiver of subrogation is required for this policy.**

**B. Automobile Liability Covering:**

**Owned Automobiles**

**Non-owned Automobiles**

**including Hired Automobiles**

**and those of independent contractors. All must be marked on Certificate of Liability Form.**

**Bodily Injury / Property Damage**

**Per  
Occurrence**

**\$1,000,000**

Cameron County is to be named as additional insured and a waiver of subrogation is required for this policy.

**C. Professional Liability: covering all individuals performing under the contract:  
\$1,000,000**

Cameron County is to be named as additional insured and a waiver of subrogation is required for this policy.

**D. Workers Compensation Insurance Certificate**

**Employer's Liability Coverage Limit: \$500,000**

**All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII. A waiver of subrogation is required for this policy.**

**PRICING PROPOSAL FORM**

**CAMERON COUNTY PURCHASING**

**RFP NO. 1472**

**JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

| 180 DAYS PROGRAM                                  | 1-24 Seat<br>Class Size | Other<br>Class Size |
|---|-------------------------|---------------------|
| Daily Rate for one (1) student (Mandatory)        | \$                      | \$                  |
| Daily Rate for one (1) student<br>(Discretionary) | \$                      | \$                  |

**STATEMENT OF CREDENTIALS**

**1. GENERAL:** In order to assist the Owner in determining the ability of each Offeror to properly fulfill the requirements of this proposed contract, the Offeror will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he desires.

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Organized: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Office Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Number of years in business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ \_\_\_\_\_

Bank reference: \$ \_\_\_\_\_

**2. EXPERIENCE:** The Offeror will give below a list of similar projects which he has completed within the last seven (7) years.

1. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

2. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

3. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

4. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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5. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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6. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

7. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

8. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

9. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

10. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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**3. CONTRACTS ON HAND:** The Offeror shall provide below a list of any contracts/projects he currently has on hand:

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**4. EQUIPMENT AVAILABLE FOR THIS CONTRACT/PROJECT ON HAND (if applicable):** The Offeror shall provide below a list of equipment available for use on this contract/project:

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**5. SUBCONTRACTORS:** The Offeror shall provide below a tentative list of subcontractors proposed to work on this contract/project, and the portion of work to be performed by each.

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The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Subscribed and sworn** to me this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by \_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Bidder ” refers to a person who is not a resident.

“Resident Bidder ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED PROPOSER PRESENTATIONS OR PROPOSER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.**

01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Assistant County Auditor/Purchasing Officer?

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02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

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\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**Certification**

**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Date: \_\_\_\_\_

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

This SWORN statement is submitted with project number \_\_\_\_\_

By: \_\_\_\_\_ For: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:  
\_\_\_\_\_

---

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

\_\_\_\_\_ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

\_\_\_\_\_ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

\_\_\_\_\_ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Printed Name) (Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

SHOW TYPE OF IDENTIFICATION

Notary Public State of \_\_\_\_\_, County of \_\_\_\_\_ My commission expires \_\_\_\_\_

\_\_\_\_\_  
(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIO****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

Yes

No

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

Yes

No

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

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

**7.**

Signature of vendor doing business with the governmental entity

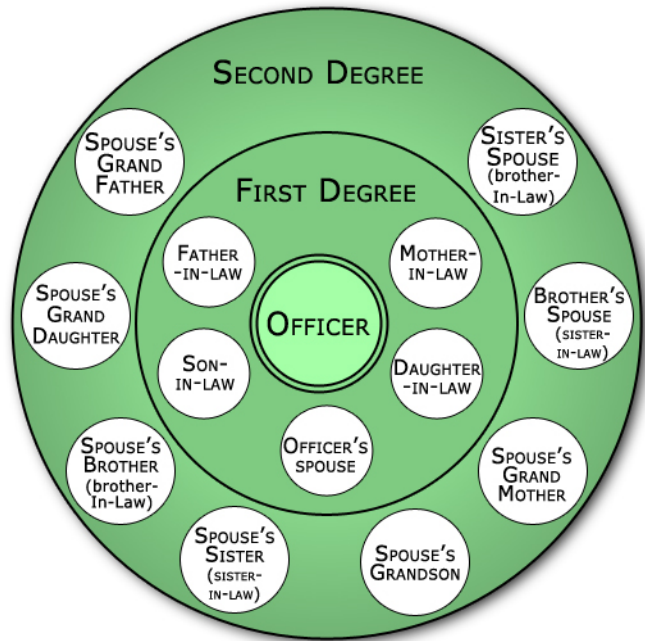
Date

## NEPOTISM CHART

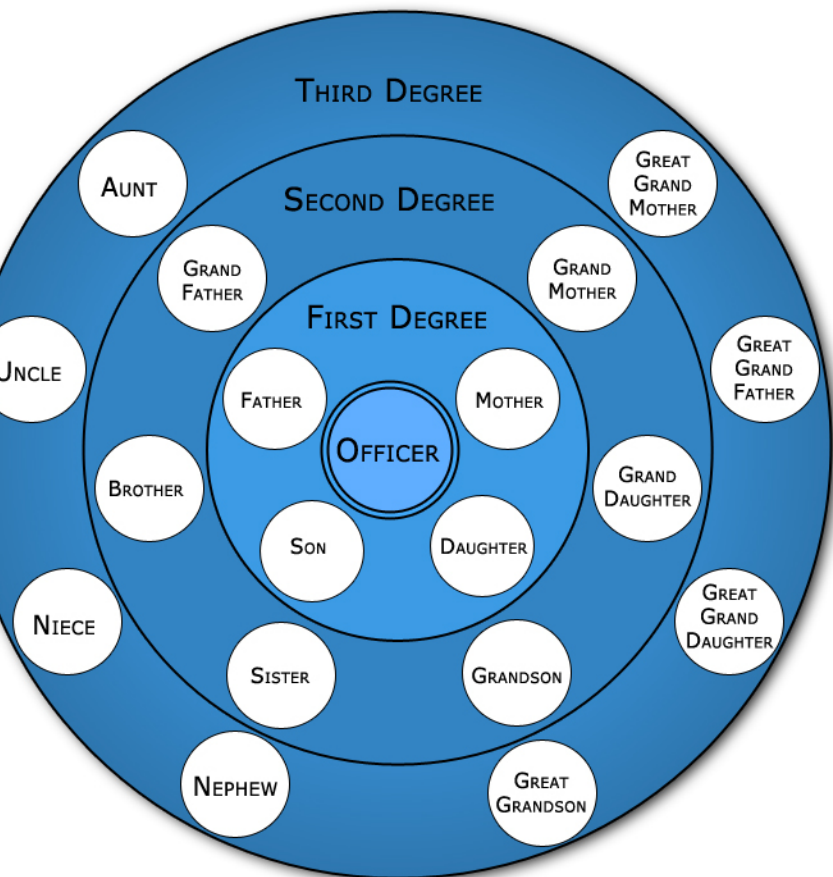
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

| Name | Title | Department |
|------|-------|------------|
|      |       |            |
|      |       |            |
|      |       |            |
|      |       |            |
|      |       |            |

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

LEGAL AND GENERAL

In further description of this proposal, we desire to submit sheets marked as follows:

\_\_\_\_\_

Bidding under the name of: \_\_\_\_\_

Federal Employee Identification Number \_\_\_\_\_

which is (Check one of the following):

Corporation, incorporated under the laws of the State of: \_\_\_\_\_ \*

Partnership, consisting of (List Partners) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assumed Name (Register No.) \_\_\_\_\_

Individual

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed or typed: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\*\*\*\*\*

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

\_\_\_\_\_

The Contractor shall not assign this contract without the approval of the Cameron County Juvenile Board.

A detailed and certified financial statement shall be submitted by all corporations.

**CERTIFICATION STATEMENT**

**The undersigned does hereby declare that they have read the specifications for the Juvenile Justice Alternative Education Program, and with full knowledge of the requirements, do hereby agree to provide the services in full accordance with the specifications and requirements.**

**I certify that \_\_\_\_\_ and its response complies  
(Name of Organization)  
with these specifications.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Type or print name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**\*If more than one organization is part of the response, all must execute this certification.**

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Cameron County Juvenile Board reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Cameron County Juvenile Board for approval. For contract renewal status and information, please contact Monica De la Cerda at 956-399-3075 e-mail: [bmdelacerda@co.cameron.tx.us](mailto:bmdelacerda@co.cameron.tx.us) Cameron County Juvenile Probation Department. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County Juvenile Board of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the Cameron County Juvenile Board sufficient time to find an alternative vendor if possible. If Proposer fails to notify the Cameron County Juvenile Board within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County Juvenile Board. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Cameron County Juvenile Board. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Juvenile Board. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP).The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Juvenile board. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include “fiscal funding out” clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard,

but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**-WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

## APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Juvenile Board must award any resulting contract and the Cameron County Juvenile Board Chair or other person authorized by the Cameron County Juvenile Board Chair must sign the contract before it becomes binding on Cameron County Juvenile Board or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this RFP – have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify

County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

## AGREEMENT

State of Texas§  
§Know by all men these presents:  
County of Cameron County§

### CAMERON COUNTY OPERATION AND MANAGEMENT AGREEMENT FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FOR THE CAMERON COUNTY JUVENILE BOARD

This Contract (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Cameron County Juvenile Board and the Cameron County Commissioners Court (hereinafter sometimes referred to as "Contracting Authority") and \_\_\_\_\_ (hereinafter referred to as "Company").

WHEREAS, Pursuant to Chapter 37, Texas Education Code, the Cameron County Juvenile Board is charged with the responsibility of providing a Juvenile Justice Alternative Education Program (Program) to those students who have been expelled by one of the twelve school districts within Cameron County (County) and who have been adjudicated as delinquent by a juvenile court. In addition, the Juvenile Court may in its discretion order students who have been expelled and who are found to have engaged in conduct indicating a need for supervision (CINS) to attend the Program.

The Juvenile Board has two goals for the Program: first, to educate the children; and, second, to stop their delinquent conduct and misbehavior. With respect to the education of these students, the Board would like to make certain that the students improve and that they are able to reintegrate into the regular school once their term of expulsion expires. With regard to conduct, it is hoped that the student will successfully complete their probation and that they will not re-offend in the future.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by a professional education/juvenile justice management Company, and

WHEREAS, the Contracting Authority desires that the Company undertake the operation and management of said Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the complete and full operation and management responsibilities of the Program, under the terms of this Agreement and to use its best efforts to meet the goals of the Program.

Section 2. Duty to Cooperate. The parties acknowledge that their mutual cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing recommendations.

Section 3. Property Insurance. The Company shall provide hazard insurance coverage for the Facility for all improvements, fixtures, and real property. The Company shall provide personal property insurance for the property for the Program located at the Facility.

Section 4. Standard for Program Operation. While the Program is under the management and control of the Company, the Company's operation of the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances, and the standards of the Texas Education Agency, where applicable, and the Texas Family Code. The Program shall be operated in accordance with the operations policies set out in Exhibit "A" (Proposal 1472) as opened and awarded by Cameron County Commissioners Court, and the Cameron County Juvenile Board.

The Company will comply with applicable building and fire safety codes and regulations and all sanitation and health codes in effect on the day this Agreement is signed including state regulations governing and operation and like Programs. To the extent the Program does not comply with applicable codes and regulations at any time, the Company with the cooperation of the Contracting Authority will take steps to remedy the deficiencies.

Section 5. Administration. The Company will appoint an Administrator to manage on-site the day-to-day operation of the Program. The position shall be staffed by a professional experienced and trained administrator in the field of education programming for at-risk youth.

Section 6. Contract Monitor. The Contracting Authority appoints the Chief Juvenile Probation Officer to monitor the Company's implementation of its duties and obligations under the terms of the Agreement. The Chief Juvenile Probation Officer will be responsible to and report to any and all persons as may be directed by the Contracting Authority. The Chief Juvenile Probation Officer or other persons designated by the Juvenile Board shall have unlimited access to the Facility, Program and student records, excluding program personnel files, as is necessary to monitor contract compliance.

Section 7. Employment Policy. The recruitment, selection and management of all personnel shall conform to the rules and regulations of the Equal Employment Opportunity Commission. The Company will adopt a nondiscriminatory policy with respect to handicap, race, color, religion, sex, or national origin. No person will be denied an opportunity for employment with the Company or participation in the programs instituted by the Company in connection with operation of the Program on the basis of any of these aforementioned criteria. The Company shall provide access to records required by law of such nondiscriminatory action upon written request by the contracting Authority. A notice evidencing the Company's adoption and commitment to this policy shall be posted in a conspicuous location.

Section 8. Personnel.

- a) All recruitment, screening, background checks or other decisions or procedures regarding employment of personnel necessary to conduct the Program shall be the exclusive responsibility of the Company. Employee benefits including medical insurance, life insurance, worker's compensation insurance, and other benefits will be the responsibility of the Company. The worker's compensation insurance shall be maintained by the Company at the limits statutorily required by the State of Texas. The Company shall provide the Contracting Authority with a waiver of subrogation as to the worker's compensation insurance.

- b) In accordance to State Standard 344.00(d), each employee must undergo a Criminal History Search (Fast Scan) executed by the Cameron County Juvenile Justice Department before employment is granted. Once hired, each employee must have orientation training to include, safety and security procedures, child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code.
- c) The Offeror must set out its student to teacher ratio of one (1) to twenty four (24) maximum and the instructional staff for the JJAEP shall include, at a minimum, one Texas certified teacher. In the event there is a pandemic the ratio will decrease per classroom. Instructional staff, at a minimum, must hold a four year degree from an accredited university.
- d) The Company must fill an open position within thirty (30) days of its vacancy, or, beginning on the thirty-first (31<sup>st</sup>) day, shall forward the accrued salary total that position would pay to the Cameron County Juvenile Department until the position is filled. Any monies collected shall be placed in the Cameron County Juvenile Department's JJAEP fund and shall only be used for JJAEP program purposes.

Section 9. Liability Insurance. The Company shall provide for the comprehensive liability coverage for all of the Company's agents, servants, employees, personnel and anyone directly or indirectly employed by the Company connected with the operation and management of the Program and the Company shall provide further comprehensive general liability coverage extending to include as additional insured Cameron County, the Cameron County Commissioner's Court, the Cameron County Juvenile Board, its agents and employees, the Masters or Referees, Juvenile Court Probation/Intake Officers, the Cameron County school districts; representatives and other agents acting in a government agency capacity, together with the successors and assignees of all identified persons set out herein during the term of this Agreement.

It is further agreed by and between the parties hereto that the limits of coverage for any incident or occurrence provided for in the comprehensive general liability as set out herein shall be the greater of the coverage required by law or as included in the Company's Proposal, inclusive of legal fees, expenses or other costs of defense related to any claims or actions.

All insurance coverage required by this Section and Article XV of Instructions to Offerors, shall be procured and maintained with financially sound insurance companies approved by the Contracting Authority. The certificates of insurance shall contain a provision that the Contracting Authority, or its designated representative, shall receive written notice of at least thirty (30) days prior to the cancellation of any of the coverage provided under the policies.

Section 10. Program Capacity. The parties agree that as of the execution date of this Agreement, the maximum capacity of the Program is undetermined. This notwithstanding, the Company agrees to serve all numbers of students referred.

Section 11. Student Characteristics. The Contracting Authority agrees that the student population shall consist of male and female students and shall be consistent with the agreements by and between the Juvenile Board and each of the school districts in

Cameron County, approving the Code of Conduct and setting forth the criteria for attendance.

Section 12. Utilities. The Company will pay for all utilities supplied to the Program from the commencement date throughout the term of the Agreement.

Section 13. Term.

- a) The term is for twenty-four (24) months with a one (1) year extension option. The Parties acknowledge and agree that the anticipated commencement date of the Program will be on \_\_\_\_\_, 2020. The termination shall be on \_\_\_\_\_, 201X. The Contracting Authority reserves the right to extend this Agreement an additional year at the same rates stated in Section 14 of this Agreement. Such extension will be under the terms specified in an Amendment to be signed by both Parties. The Company understands that the term of this Agreement and any subsequent extension period is dependent on funds being available to Cameron County. Should funds not be made available, this Agreement may be terminated at the request of either Party giving at least thirty (30) days advance written notice.
- b) This Agreement may be terminated at the request of either Party by giving thirty (30) days written notice. Notice shall be given pursuant to the notice provision of this Agreement.

Section 14. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for its services relating to this Agreement for the period of commencement through \_\_\_\_\_, 20\_\_ the sum of the amount paid for mandatory students is the allowable reimbursement from the state and for discretionary it will be the dollar amount contracted by the service provider with the school districts via the MOU established in the partnership - per student, Mandatory or Discretionary, for a minimum of - the number of students will be determined by facility capacity and staff ratios, per day during the one hundred eighty (180) day school year. Payment will be will be made on a monthly basis and billing will be received from the Contracting Authority to Cameron County Juvenile Probation department.

In the event the Contracting Authority desires to extend the school year beyond one hundred eighty (180) regular days (not to exceed an additional fifty-five (55) days) and the Contracting Authority is able to secure sufficient additional funds to finance such an extension, the Parties agree that the compensation to the Company for any extension periods will be subject to funding availability

Section 15. Billing for Services. The Company will submit invoices to the Cameron County Juvenile Department at the end of each month from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. Payment for the services invoiced is due and payable no later than thirty (30) days from receipt of the invoice.

Section 16. Training. Training and staff requirements will be the responsibility of the Company.

Section 17. Accreditation. The Company shall operate the Program according to current written policies which address personnel, administration, programming, training, and standards under Chapter 348 of the Texas Administrative Code. The Company shall

insure that the Program meets all current accreditation requirements as mandated by the Texas Administrative Code and any such standards approved and required by the Texas Juvenile Probation Commission..

Section 18. Food Service. The Company will provide at its own expense a food service program which includes lunches which meet nutritional needs of adolescents who are participating in the Program.

Section 19. Equipment and Supplies. The Company will provide the proper equipment for the facility and appropriate supplies to the Program.

Section 20. Medical Care. The Company will promptly notify the parents/guardians of a student in need of medical care. The Company will adopt and regularly review health related policies and procedures. The Company will dispense prescription medication to students whose physician has ordered medication for the child. In this event, the parent/guardian is responsible for providing to the Company an official doctor's order to the medication, as well as the original medicine bottle with the dispensing instructions/label intact. Medication must be delivered in person to the school by the parent/guardian.

Section 21. Admission and Release. The Contracting Authority will be responsible for the admission and release of all students subject to the procedures established by the Contracting Authority. The Company will not be required to admit or release any student without appropriate legal documentation. Students, who appear to be seriously ill, or injured, or otherwise under a serious physical or mental disability, shall not be received.

Section 22. Security and Student Supervision. The Company shall provide such security and supervision as is required by sound program practices to maintain the safety, security, and order of the Program and to protect the safety and wellbeing of the students, staff, visitors, and surrounding community.

Section 23. Unusual Occurrences and Incidents. The Company will immediately notify the Chief Juvenile Probation Officer and/or designee in the event of an unusual occurrence or incident as defined by the Chief Juvenile Probation Officer, and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. Reports of abuse and neglect must be reported in accordance with the law.

Section 24. Programs. The Company shall implement the Juvenile Justice Alternative Education Program consistent with the Proposal submitted to the Juvenile Board in response to RFP No. 1472 and attached hereto as Exhibit "A". The Program outcomes shall be met or else the Contracting Authority may, in its discretion, reduce or refuse to pay the Company's compensation attributable to the youth which cause such outcomes not to be met. The Parties acknowledge that the Program as set forth in "Exhibit A" may from time to time be modified for the success of the Program. The Contracting Authority will be advised of and will approve such changes.

Section 25. Student Records. The Company will follow written policies and procedures governing a student record system. Such written policies and procedures shall be submitted to the Contracting Authority. Information contained in student records shall be consistent with that required by applicable statutes, and the requirements of the Contracting Authority. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the Contracting Authority. Release of student records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Contracting Authority.

Section 26. Program Records. The Company will maintain program records of all significant activities related to operation of the Program. These program records will be available for review by the contracting Authority. The records will be maintained in accordance with all applicable standards and statutes.

Section 27. Transportation – To and from School Campus: Transportation shall be the responsibility of the Company. Any transportation needs that are different must have prior approval by the Program Director and the Chief Probation Officer or his/her designee. The student/staff ratio for all field trips will be one (1) staff to six (6) students. Students may be transported to field trips in buses or staff personal vehicles depending on the number of students and staff attending the field trip. All staff transporting students in their personal vehicle are required to have current auto liability insurance.

Transportation of a single student for other verifiable, identified reasons (including medical/mental health appointments, court appearances, community service restitution, home, etc.) requires one (1) Company staff member who has been cleared by the Company's Human Resources Department to provide such service. All Cameron County JJAEP employees with current auto liability insurance are authorized to transport students. JJAEP and Company staff members may use their own vehicles for these purposes. JJAEP and Company staff members must document their starting and ending mileage for these trips. Under no circumstances will a male transport a female or a female transport a male alone in their personal vehicle. Under these circumstances, another Cameron County JJAEP and Company staff member of the same gender as the student must accompany or transport the student.

Any emergencies which occur during the transportation of a student must be reported to JJAEP Administration, Cameron County, parents and the Company as soon as possible, with a written Incident Report forwarded to the designated County Administrator within twenty-four (24) hours of the incident or the next business day. Should an emergency occur, one (1) JJAEP or Company staff member must remain with the remaining students not involved in the emergency and if possible, transport the non-involved students back to the JJAEP campus.

Section 28. **INDEMNIFICATION.** THE COMPANY WILL INDEMNIFY THE CONTRACTING AUTHORITY, THE COUNTY, THE COUNTY COMMISSIONERS AND THEIR OFFICERS, AGENTS, AND EMPLOYEES OF THE COUNTY FOR LIABILITY IMPUTED TO IT AS A CONSEQUENCE OF ACTS OR OMISSIONS BY THE COMPANY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES DURING ITS OPERATION OF THE PROGRAM IF SUCH LIABILITY RESULTS FROM (1) ANY BREACH OR DEFAULT OF THE COMPANY IN THE PERFORMANCE OF ANY COVENANT, CONDITION OR AGREEMENT TO BE PERFORMED PURSUANT TO THE TERMS HEREOF; (2) ANY ACT OF NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY, OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND; (3) ANY CLAIM OR LOSSES OF ANY PERSON INJURED OR PROPERTY DAMAGED FROM THE ACTS OR OMISSIONS OF THE COMPANY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT. THE COMPANY WILL MAINTAIN THE INDEMNITY POLICY SUBMITTED WITH ITS PROPOSAL FOR THE DURATION OF THE CONTRACT. THE COMPANY WILL UNDERTAKE AND PAY FOR THE DEFENSE OF SUITS AGAINST IT AS WELL AS JUDGEMENTS, SETTLEMENT AMOUNTS, AND LITIGATION EXPENSES, AND SHALL INCLUDE IN SUCH DEFENSE THE CONTRACTING AUTHORITY WHEN THOSE PARTIES ARE CHARGED WITH LIABILITY AS A RESULT OF ACTS OR OMISSIONS ATTRIBUTED TO THE

**COMPANY. THE TOTAL AND MAXIMUM LIABILITY OF THE COMPANY HEREUNDER INCLUDING JUDGMENTS, FEES, EXPENSES, ETC., SHALL NOT EXCEED \$11,000,000 DOLLARS. THE COMPANY'S OBLIGATION TO DEFEND DOES NOT INCLUDE AN OBLIGATION TO PAY FOR INDIVIDUAL COUNSEL FOR THE CONTRACTING AUTHORITY, THE COUNTY, THE COUNTY COMMISSIONERS AND THEIR OFFICERS, AGENTS, AND EMPLOYEES IN ADDITION TO THAT COUNSEL PROVIDED ABOVE. HOWEVER, THE COMPANY SHALL SELECT COUNSEL FOR DEFENSE OF THE CONTRACTING AUTHORITY AND THE COUNTY WHICH IS SATISFACTORY TO THESE PARTIES, UNLESS SUCH ACTION IS DEFENDED AGAINST BY COUNSEL FOR ANY CARRIER OF LIABILITY INSURANCE PROVIDER FOR IN THE AGREEMENT. TO THE EXTENT THAT ADDITIONAL COUNSEL ARE DEEMED NECESSARY BY THESE OTHER PARTIES, THE DECISION TO HIRE ADDITIONAL COUNSEL AND THE RESPONSIBILITY FOR THEIR COMPENSATION ARE THE EXCLUSIVE RESPONSIBILITY OF THESE OTHER PARTIES. AS A CONDITION FOR SUCH INDEMNIFICATION AND DEFENSE, THE CONTRACTING AUTHORITY AGREES TO COOPERATE FULLY IN SAID DEFENSE (INCLUDING WITHOUT LIMITATION SELECTION OF COUNSEL AND SETTLEMENT) WHICH SHALL BE MADE BY THE COMPANY IN ITS REASONABLE DISCRETION. THIS OBLIGATION TO INDEMNIFY COMMENCES THE DAY THE COMPANY BEGINS ACTUAL MANAGEMENT OF THE PROGRAM AND ONLY APPLIES TO ACTS OCCURRING AFTER THAT DATE.**

Section 29. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. If the breach is not cured within such period, the breaching party shall be in default and the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach.

In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 30. Default. Upon the occurrence of any "event of default", the non-defaulting party may terminate this Agreement in accordance with the provisions below. The following shall constitute events of default:

- a) A finding by a court of competent jurisdiction in an action between the Contracting Authority and the Company, or in an action between the Company, the Contracting Authority and a third party, that the Company has been guilty of negligence or willful or wanton misconduct or malfeasance or intentional misconduct in the management or the operation of the Program or in the performance of its duties arising herein.
- b) The failure of the Company to obtain or maintain any license, accreditation, right or certification required for the lawful operation of the Program or the conduct of the Company's business as it relates to the Program; or the decision by any State department or agency to withhold, withdraw, or disqualify the Program from receiving the funds to which it would otherwise be entitled. The above notwithstanding, the Contracting Authority may authorize the Company to continue operations even though there has been a failure to grant any license, right or certification upon the terms and conditions set by the Contracting Authority and agreed to by the Company.

- c) The continuation of any of the following without such being corrected or cured within a reasonable period of time (unless the Contracting Authority shall agree in writing to an extension of such time):
  - i. The dissolution of the Company, or the disposition of all or substantially all of its assets;
  - ii. The adjudication of the Company to be bankrupt or insolvent;
  - iii. The failure of the Company to continuously operate the Program for the purposes contemplated by this Agreement.
- d) The breach of any other term or condition of this Agreement.

Section 31. Prohibition of Assignment. The Company acknowledges that the nature of the services to be rendered under this Agreement is unique and based on the Company's expertise and that as a consequence of such; the Company is prohibited from assigning duties or obligations due under the terms of this Agreement without the written consent of the Contracting Authority. Such consent shall not be unreasonably withheld if such is deemed in the best interest of the program and the service providers selected are fully qualified and are in compliance with all statutes, regulations, standards, and requirements of the Contracting Authority and that there is no loss of indemnification as described in Section 28.

Section 32. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the Party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Contracting Authority:  
Cameron County Juvenile Board  
Chief, Cameron County Juvenile Justice Department  
PO Box 1690 (2310 West Business Highway 77)  
San Benito, Texas 78586

With a copy to:  
Cameron County Juvenile Board Chair  
Cameron County Judge Janet Leal  
Brownsville, TX 78520

To the Company:  
XXXXX  
XXXXX

Section 33. Resolution of Disputes. The Company and the Contracting Authority agree that any disputes arising under this Agreement shall be governed by the laws of the State of Texas. The venue for any litigation shall be in the courts of Cameron County.

Section 34. Complete Agreement: Amendments and Waivers. The complete form entitled **RFP No. 1472** Juvenile Justice Alternative Education Program (JJAEP) - Proposal Response Form and attachments from the Company has been marked, attached and incorporated herein to this Agreement as Exhibit A. In case of conflict in any term contained in the RFP Form or the attachments or this Agreement, the term in this Agreement controls.

No prior agreement or understanding, verbal or otherwise, of the Parties or the agents shall be valid or enforceable unless embodied with this Agreement.

No changes to this Agreement shall be made except under written agreement of both Parties. No failure on the part of any Party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 35. Captions. The captions or heading in this Agreement are for reference only and shall not constitute a part hereof or affect the construction or interpretation of this Agreement.

Company

Cameron County Juvenile Board

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Cameron County  
Juvenile Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_