



**RFP #B142015**  
**OPEN: 07/10/2014**  
**TIME: 2:00 P.M.**

**REQUEST FOR PROPOSAL**  
**SUBSTANCE ABUSE TREATMENT FOR ADULT PROBATION**  
**GALVESTON COUNTY, TEXAS**

Sealed proposals in sets of five (5), one (1) original and four (4) copies, will be received in the office of the Galveston County Purchasing Agent until 2:00 P.M. CST, on 07/10/2014, and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. CST on the specified date will be returned unopened.

**Purpose:**

The Galveston County community Supervision and Corrections Department (hereafter called CSCD) is a political entity of 10<sup>th</sup> et al. Judicial District(s) and is seeking vendors to provide substance abuse services to individuals under various types of community supervision in the jurisdiction.

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

**RFP #B142015**

**SUBSTANCE ABUSE TREATMENT FOR ADULT PROBATION**

Proposers name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

Proposal prices shall be either lump sum or unit prices as shown on proposal bid sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be include in proposal pricing.

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

**Bonding Requirements:**

- **PROPOSAL GUARANTEE:** Evidencing its firm commitment to engage in the contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a Cashier's Check, Certified Check from any bank within the State of Texas, or an acceptable Proposer's Bond (in the event of requests for bids, this is called a Bidder's Bond), in the amount of five percent (5%) of the total contract price. The Proposer's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids/proposals may be cause for rejection of the bid/proposal.

- **PERFORMANCE AND PAYMENT BONDS**

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**Request for Proposal  
RFP #B142015**

**For**

**Substance Abuse Treatment Services**

**For**

**GALVESTON COUNTY**

**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**

**PROPOSALS DUE: July 10, 2014 at 2:00 PM**

Completed Proposals  
Original and one (1) single sided copy  
will **ONLY** be received at the  
Galveston County  
Purchasing Department  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

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# Request for Proposals

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

## I. Introduction

The Galveston County Community Supervision and Corrections Department (hereafter called CSCD) is a political entity of 10<sup>th</sup> et al. Judicial District(s) and is seeking vendors to provide substance abuse services to individuals under various types of community supervision in the jurisdiction.

### Authority

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

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

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

### Qualifications to Bid

Proposer must have all the appropriate facility, program, and individual licenses and credentials issued by the Texas Department of State Health Services (DSHS). CSCD reserves the right to negotiate with the proposer for other levels of substance abuse treatment service during the contract period if the proposer is selected under this RFP, appropriate licensure is obtained, and the service is in the best interest of CSCD.

Proposer must be able to serve CSCD at any location or satellite offices within the jurisdiction as required by CSCD.

## Opening Date, Time, and Procedures

Completed Proposals  
Original and one (1) single sided copy  
will **ONLY** be received at the  
Galveston County  
Purchasing Department  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

**July 10, 2014**

**(Date)**

**2:00 P.M.**

**(Time)**

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

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

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

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

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

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

## Overview

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

CSCD is requesting proposals for substance abuse services for offenders supervised by the Department. Proposer may bid on one or more substance abuse services. **Prices must be firm for the entire contract.**

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

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

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

Contracts will be for “substance abuse treatment” only. Other educational and/or non-substance abuse services are not eligible services. Services such as anger management can be included in treatment to the extent they are inclusive in a substance abuse program and relate to the specific issue of substance abuse.

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

The CSCD retains control over the offenders referred to agencies for the provision of substance abuse treatment. If the offender is determined to be in need of additional or different treatment services, the offender is to be referred back to the CSCD for further action. The process by which this action will occur will be determined by the CSCD.

The proposer must agree to provide testimony in court, if required, at no additional cost to the CSCD.

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

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

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

## **Contract Period**

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

## **II. Substance Abuse Treatment Services Minimum Requirements**

The proposer shall, in accordance with the terms of this RFP and subsequent contract (if accepted as a vendor), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing as part of this RFP) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided and by the Substance Abuse Treatment Standards of the Texas Department of Criminal Justice – Community Justice Assistance Division Standards for CSCDs Section 163.40 which follows in its entirety:

### **163.40 SUBSTANCE ABUSE TREATMENT STANDARDS**

**(a) Definitions.** The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

**(1) Admission** – The administrative process and procedure performed to accept an offender into a treatment program or facility.

**(2) Aftercare** – Counseling and community based support services that are designed to provide continued support for treatment delivered in a residential or outpatient program.

**(3) Aftercare Caseloads** – Supervision and support services for offenders who have completed a substance abuse treatment program.

**(4) Assessment** – A process conducted by a qualified credential counselor (QCC) trained to administer a structured interview to determine the nature and extent of an offender’s chemical abuse, dependency, or addiction, to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

**(5) Best Practices** – In these standards, Best Practices are evidence-based substance abuse treatment programs that address concepts such as criminogenic risk/needs, responsivity and cognitive-behavioral treatment, and programs that possess the following hallmarks.

(A) validated treatment assessments that include criminogenic risks/needs factors;

(B) a treatment regimen that focuses on changing criminogenic risks/needs, behaviors, and thinking patterns;



- (C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals;
- (D) responsivity in addressing offenders' needs and employment of qualified staff; and
- (E) measurable outcomes to reduce substance abuse, dependency or addiction and other criminogenic risks/needs.

**(6) Chemical Dependency** - Substance-related disorders as that term is used in the most recent published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

**(7) Continuum of Care** - A system that provides for the uninterrupted provision of essential services from initial assessment through completion of treatment

**(8) Counseling** - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

**(9) Counselor** - A qualified credentialed counselor, graduate or counselor intern working towards licensure that would qualify them to be a qualified credentialed counselor (QCC).

**10) Counselor Intern** - An advanced student or graduate in a professional field gaining supervised professional experience.

**(11) Criminogenic Risk/Needs** – Dynamic risk factors that are directly related to crime production, such as antisocial peers; antisocial beliefs, values and attitudes; substance abuse, dependency or addiction; anger/hostility; poor self-management skills; inadequate social skills; poor attitude toward work/school; and poor family dynamics.

**(12) Detoxification** - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

**(13) Direct Care Staff** – Staff responsible for providing treatment, care, supervision, or other direct client services that involve face-to-face contact with an offender.

**(14) Discharge** – Formal, documented termination of services.

**(15) Discharge Summary** – A written report of the offender's progress and participation while in treatment, including a discharge plan that provides an aftercare/supervision plan designed to sustain progress for offenders successfully completing treatment.

**(16) Education** - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency. Education is not considered counseling.

**(17) Emergency** - A situation requiring immediate attention and action to treat or prevent physical, or emotional, harm, or illness.

**(18) Evaluation** – A process conducted by a CSO trained to administer the TDCJ-CJAD Substance Abuse Evaluation (SAE) instrument to determine the nature and extent of an offenders chemical abuse, dependency or addiction to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

**(19) Facility** - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be secured facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

**(20) Graduate** – A counselor intern who has successfully completed education and work experience requirements prior to licensure by the Texas Department of State Health Services (formerly Texas Commission on Alcohol and Drug Abuse).

**(21) Grievance** - A formal complaint limited to matters affecting the complaining offender personally and limited to matters that the facility/program has the authority to remedy.

**(22) Intake** – The process of gathering information to determine if an offender is eligible and appropriate for services, and providing information to the offender about a program’s services and rules.

**(23) Life Skills Training** – A structured program of training, based upon a written curriculum and provided by qualified staff designed to help offenders with social competencies, such as communication and social interaction, stress management, problem solving, decision making, and management of daily responsibilities.

**(24) Primary Counselor** - An individual working directly with and being responsible for the treatment of the offender.

**(25) Qualified, Credentialed Counselor (QCC)** - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

- (A) licensed professional counselor (LPC);
- (B) licensed master social worker (LMSW);
- (C) licensed marriage and family therapist (LMFT);
- (D) licensed psychologist;
- (E) licensed physician (MD or DO);
- (F) licensed physician’s assistant;
- (G) certified addictions registered nurse (CARN); or
- (H) licensed psychological associate; and
- (I) nurse practitioner recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health (APN-P/MH).

**(26) Responsivity** – Matching the characteristics of the offender with the program modality, and the knowledge, skills, and abilities of the staff. It includes offender’s learning style and readiness for treatment; the quality of the treatment relationship; and the staff’s therapeutic approach, cultural competency, use of reinforcement, and modeling.

**(27) Screening** – The initial stage of a process in which it is determined if an offender has a chemical dependency problem that may require further assessment or evaluation.

**(28) Senior Counselor/Unit Manager/Unit Supervisor** - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

**(29) Special Needs Populations** - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

**(30) Structured Activity** – A planned, interactive, scheduled event that is overseen by staff in which participants actively take part in an activity related to recovery, health, life skills, or interpersonal skills.

**(31) Treatment** - A planned, structured, and organized program, either residential or non-residential, designed to initiate and promote an offender’s chemical-free status or to maintain the offender free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

**(32) Treatment Team** – The treatment team shall consist of at least the offender, the offender’s counselor, a CSO and/or residential CSO (when appropriate).

**(b) Compliance.** Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded directly or indirectly or managed by TDCJ-CJAD. **Programs and facilities providing only substance abuse education are not subject to these standards.**

**(c) Personnel & Staff Development/Accreditation.** The employer shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

**(d) Admissions and Removals.**

**(1) Eligibility** – Programs shall have written eligibility criteria specific to the services and mission of the program. Offenders may be admitted into a program only by order of the court and only if they meet the minimum eligibility criteria as outlined in the program policies, licensure or CJAD approved program design. Offenders found to be ineligible for admission within 10 days of arrival at the program shall not be counted in program admissions.

**(2)** There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs if:

**(A)** there is responsivity between the treatment services provided by the program and the offender's criminogenic risks/needs, or

(B) a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

(C) the program allows readmissions and the offender meets the admission criteria.

(3) For offenders who are placed in treatment programs who do not meet admission or eligibility criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required with copies kept in the offenders file. Offenders who do not meet eligibility criteria will be considered ineligible and shall not be counted as “discharged.”

(e) **Intake.** There shall be written policies and procedures establishing an intake process to determine eligibility for offenders entering a substance abuse treatment program. The intake process must be completed within ten working days of an offender’s arrival in a program.

(f) **Initial Assessment Procedures.** Acceptable and recognized assessment tools shall be used in all substance abuse treatment programs within ten working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

- (1) identification of strengths, abilities, needs and substance preferences of the offender;
- (2) summarization and evaluation of each offender to develop individual treatment plans;
- (3) assessments completed by a QCC, or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) **Assessments.** The assessment shall include:

- (1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;
- (2) family information, including substance use and abuse by family members and supportive or dysfunctional relationships;
- (3) vocational and employment status, including skills or trades learned, work record, and current vocational plans;
- (4) health information, including medical conditions that present a problem or that might interfere with treatment;
- (5) emotional or behavioral problems, including a history of psychiatric treatment;
- (6) educational achievement level;

- (7) intellectual functioning level;
- (8) responsivity analysis; and
- (9) a diagnostic summary signed and dated by a QCC.

**(h) Orientation.** Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

**(i) Offender Rights.** The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

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

**(k) Offender Records.** There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient, shall include the following information at a minimum:

- (1) court order placing the offender into the program;
- (2) initial intake information form;
- (3) referral documentation;
- (4) case information from referral source, if applicable;
- (5) release of information forms;
- (6) relevant medical information;
- (7) case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;
- (8) individual treatment plan;
- (9) evaluation and progress reports; and
- (10) discharge summary.

**(l) Offender Records Review Policy.** There shall be written policies and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR part 2 (Code of Federal Regulations). This access does not apply to criminal justice records. Restrictions to

access treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

**(m) Treatment Planning and Review.** Initial individual Treatment Plans will be completed by the counselor collaborating with the offender within ten working days from the date of an offender's admission to a Community Corrections Facility (CCF), County Correctional Center (CCC) or any other substance abuse treatment program or through a similar process approved by the Community Supervision and Corrections Department (CSCD). Substance abuse treatment shall be based on substance abuse, chemical dependency or addiction and other criminogenic risks/needs identified through assessments and revised according to the offender's successful resolution of those substance abuse, chemical dependency or addiction and other criminogenic risks/needs. Treatment plans shall include criteria for discharge that are based on the achievement of treatment plan goals and shall be reviewed at timely intervals with a minimum of once each month or when major changes occur (e.g., change in stage). The treatment planning and review process shall ensure that:

- (1) the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions;
- (2) all revised treatment plans be signed and dated by the counselor and the offender; and
- (3) results of the review are documented and placed in the treatment file, with a copy to the CSO.

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

**(o) Changes in Treatment Stages.** Each treatment program shall develop written criteria based on achievement of treatment plan goals for an offender to advance or regress from a stage of treatment. An offender must meet the criteria for a change in the stage of treatment before such a change or a discharge is implemented. The treatment team shall confer when the offender is subject to a major setback in the program and prior to discharge.

**(p) Discharges from Treatment.** Discharge from a program shall be based on the following criteria:

- (1) Successful Discharge – the offender has made sufficient progress towards meeting the objectives of the Treatment Plan, including addressing criminogenic risk/needs and program requirements;
- (2) Administrative Discharge - the offender has satisfied a period of placement as a condition of community supervision, the offender is removed by order of the court or the offender is removed by operation of law for conduct occurring prior to admission into the program;
- (3) Unsuccessful Discharge - the offender has demonstrated non-compliance with the program criteria or court order, including absconding from the program; or
- (4) Medical Discharge - the offender manifests a medical or psychological problem, including death, that prohibits participation or completion of the program requirements.

**(q) Discharge Plan.** The treatment team shall adopt a discharge plan for each offender prior to successful discharge. The discharge plan shall be sent to the offender's supervision officer within seven days after discharge and provide

a summation of:

- (1) clinical problems at the onset of treatment and original diagnosis;
- (2) the problems or needs and strengths or weaknesses identified on the master treatment plan;
- (3) the goals and objectives established;
- (4) the course of treatment;
- (5) the outcomes achieved; and
- (6) a continuum of care/relapse plan for aftercare treatment, which must be prepared with the offender and a family member or significant other, if appropriate and available.

**(r) Discharge Summary.** A Discharge Summary shall be prepared for all offenders who leave the program as an unsuccessful, administrative or medical discharge. The summary shall include elements (1) – (6) of the Discharge Plan.

**(s) General Program Services Provisions.** Specific services shall be required of all substance abuse treatment programs. Written policies and procedures shall ensure the following standards are met.

- (1) All substance abuse services shall be delivered according to a written treatment plan that has been developed from the offender's assessment;
- (2) Group counseling sessions are limited to a maximum of sixteen offenders. Group education and life skills training sessions are limited to a maximum of thirty-five offenders. These limits do not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.
- (3) All programs shall employ a QCC.
- (4) All counselor interns shall work under the direct supervision of a QCC.
- (5) Chemical dependency counseling must be provided by a QCC, graduate or counselor who has the specialized education, training, or expertise in the subject matter to be delivered. Chemical dependency education shall be provided by counselors or individuals who have the specialized education, training, or expertise in the subject matter to be delivered.
- (6) Direct care staff shall be awake and alert on site during all hours of program operation.
- (7) Residential programs shall have at least one counselor on duty at least eight hours a day, five days a week.
- (8) Offenders in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while offenders are sleeping.
- (9) The program shall include a culturally diverse curriculum applicable to the population served and shall be evidenced through demonstrated, appropriate counseling and instructional materials.

**(10)** Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation.

**(11)** There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

- (A)** conformity with state regulations; and
- (B)** documentation of the administration of medications, medication errors, and drug reactions.

**(12)** Chemical dependency education and life skills training shall follow a course outline that identifies lecture topics and major points to be discussed. All educational sessions shall include offender participation and discussion of the material presented.

**(13)** The program shall provide education about the health risks of tobacco products and nicotine addiction.

**(14)** The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of State Health Services.

**(15)** Offenders shall have access to HIV counseling and testing services directly or through referral, as follows:

- (A)** HIV services shall be voluntary, anonymous, and not limited by ability to pay.
- (B)** counseling shall be based on the model protocol developed by the Texas Department of State Health Services.
- (C)** in all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider.

**(16)** The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year, as follows:

- (A)** services may be made available directly or through referral.
- (B)** if an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.
- (C)** a community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

**(17)** The program shall:

- (A)** refer pregnant offenders who are not receiving prenatal care to an appropriate health care



provider and monitor follow-through; and

- (B) refer offenders to ancillary services (such as mental health services) necessary to meet treatment goals.

(18) CSCDs that contract for services shall give preference to available programs that include the following elements of “Best Practices” in criminal justice treatment. CSCDs that conduct their own programs are required to incorporate the following elements of “Best Practices” in criminal justice treatment:

- (A) validated treatment assessments that include substance abuse, dependency or addiction and other criminogenic risks/needs factors;
- (B) a treatment regimen that focuses on changing substance abuse, dependency or addiction and other criminogenic risks/needs, behaviors, and thinking patterns;
- (C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals; and
- (D) responsivity in addressing offenders’ needs and employment of qualified staff.

(19) CSCDs that place offenders in substance abuse treatment programs shall ensure that offenders are referred to available aftercare services, giving preference to programs that incorporate “Best Practice” elements.

**(t) Stages of Treatment.** All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal stages of treatment to be provided as described in sections (v) through (y) below.

**(u) Detoxification.** Offenders being referred to detoxification services must be referred to appropriately licensed service providers.

**(v) Intensive Residential Treatment.** Written policies and procedures shall ensure the following:

- (1) All offenders admitted to Intensive Residential Treatment. shall have written justification to support their admission, be medically stable, and able to participate in treatment.
- (2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten offenders.
- (3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.
- (4) Program counselors shall complete a comprehensive offender assessment and individual treatment plan within ten working days of admission.

(5) The facility shall deliver not less than twenty-five hours of structured activities per week for each offender, including:

- (A) ten hours of chemical dependency counseling using a cognitive-behavioral approach with no less than one hour of individual counseling;
- (B) ten hours additional education, counseling, life skills, or rehabilitation activities; and
- (C) five hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All direct care staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at a minimum include:

- (A) ways to identify thinking patterns; and
- (B) a social skills training component.

**(w) Supportive Residential Treatment.** Written policies and procedures shall ensure the following:

(1) All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

(5) The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each

offender.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

**(x) Outpatient Treatment.** Written policies and procedures shall ensure the following:

(1) All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

(3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

(4) Didactic groups shall not exceed thirty-five offenders in a group.

(5) Therapeutic groups shall not exceed sixteen offenders in a group.

(6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.

(7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.

(8) Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.

(9) Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.

(10) Counseling and education schedules shall be submitted to the funding entity for approval.

(11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(12) The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

**(y) Special Needs Populations.** Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities / disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

(4) Personnel qualified in the treatment of coexisting disabilities / disorders shall be available.

(5) Within ninety-six hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

(6) Within ten days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

(A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(i) conformity with state regulations;

(ii) documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

(iii) documentation of the administration of medications, medication errors, and drug reactions; and

(iv) procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten days of appropriate medication for use after discharge.

**(z) Use of Force.** The CSCD director and Facility director shall ensure that a residential treatment program has written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of offenders or others or prevention of property damage. In no event is the use of physical force against an offender justifiable as punishment. A written report shall be prepared following all used of force, and all such written reports shall be promptly submitted to the CSCD director and Facility director for review and follow-up. The application of restraining devices, aerosol sprays, chemical agents, etc. shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency by any individual in self-protection, protection of others or other circumstances as described previously.

### III. Proposal Submission Requirements

#### General

1. Each proposal must be in the format described in the Proposal Format Requirements Section beginning on Page 22 in this RFP. Proposals must be typed or printed on standard (8 1/2" x 11") paper. Pages must be numbered and a table of contents must be included in the format required by this RFP.
2. Each proposal must respond to all portions of the RFP. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms).
3. Once a proposal has been submitted the proposer may not submit changes, amendments, or modifications. The proposer may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals. The CSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
4. Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the CSCD for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.
5. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to waive any technicality noted in the submission process. **Submission of proposals confers no legal rights upon any proposer.** The CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by proposer or prospective proposer in the preparation, formulation or presentation of a proposal. In case of ambiguity or lack of clarity, the CSCD may adopt such interpretations as may be advantageous to the CSCD. **Any justified request for proposer information to remain confidential after the contract award will be granted to the proposer as allowed by law.**
6. After opening of proposals and prior to award, the CSCD reserves the right to make a pre-award site visit of any or all proponent's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
7. The proposer's past performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.
8. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
9. Proposals should not contain promotional or display materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP.

10. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit a request for clarification to the CSCD Director on or before the fifth calendar day at 5:00 p.m. prior to the scheduled opening. **All requests shall be in writing.** All questions regarding this proposal submission/funding should be directed to CSCD.

### **Proposal Format Requirements**

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

- A. Cover Page: - USE COVER PAGE PROVIDED IN APPENDIX 1
- B. Attachments: Shall include all information required of each proposer in the following order:
- 1) Required Information. (See Pages 23 – 27 of this RFP)
  - 2) Proof of insurance;
  - 3) Costs (See Appendix II)
    - a) Specify a separate price for each type of service provided (i.e. for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services...).
    - b) Specify if unit price will vary based on the number served (i.e. 10 served will cost x, 20 served will cost y).
    - c) Complete budget forms (Appendix II) to substantiate how unit price was determined for each level of substance abuse service. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
    - d) Specify any additional price for special population offenders including dual diagnosis, mentally retarded, etc. State why cost would be different for serving this special population.
    - e) All proposed cost must be reasonable and necessary for providing services stated in RFP and shall not include any of the unallowable costs. Unallowable cost should not be included as justification for the provision of substance abuse treatment services. Unallowable costs include but are not limited to:
      - i) Any item unallowable by State or any authorized agency, statute, policy, or procedure;
      - ii) Alcoholic beverages;
      - iii) Bad debts;
      - iv) Building and Land purchase, rental purchase, lease purchase, renovation;
      - v) Cash payments to intended recipients of Services;
      - vi) Expenses or reimbursements to or on behalf of related entities for allowable indirect costs;
      - vii) Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services;
      - viii) Fines and Penalties;
      - ix) Fundraising;
      - x) Legislative expenses for payment to any elected official from funds received from CSCD;
      - xi) Lobbying;

- xii) Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from CSCD.
  - xiii) Tobacco products.
  - xiv) Firearms or ammunition.
- 4) Proposer shall identify accounting processes including but not limited to the following:
- a) Current billing processes (include software used)
  - b) Audit requirements of the organization

## **Required Information**

Each proposal shall contain the following information:

1. Name, title, and telephone number of proposer's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the CSCD and providing the proposer's response.
2. Business and employee information
  - a) Names and addresses of proposer's principal officers, directors, or partners.
  - b) If an employee or officer is actively or previously on Community Supervision in the State of Texas, on Parole, or convicted of a felony offense in any state, please give name, address and basic employment information.
  - c) A copy of proposer's most recent financial statement (i.e., monthly, quarterly) and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that proposer is a duly qualified, capable and otherwise bondable business entity, that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
  - d) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
  - e) Proposer's organizational chart.
3. The name and address of the proposer's insurance carrier(s), along with statement(s) from proposer's insurance carrier(s), that insurance as specified in this RFP is either in force or available upon proposer's request.
4. Complete reference information for all public and private institutions or agencies to which the proposer provides or has provided similar services; specify date of service contracts and current rates for contracted services.
5. A list of any civil lawsuits filed or pending on or after January 1, 1987, which are against or on behalf of the proposer or of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors.
6. A list of any criminal cases (class B Misdemeanor or greater) filed or pending on or after January 1, 1987, in which the proposer or any of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors have been charged or convicted.



7. Other organizational, biographical, or financial information deemed relevant by the proposer.
8. Describe the location where the service will be provided. Is the location accessible to public transportation and in a geographic area accessible to offenders? Is the location(s) near schools, day care centers, churches, or other facilities where offenders may be a threat to public safety?
9. Describe when treatment services could begin.
10. Describe the experience your agency has with the criminal justice population. Include if you have served this department under previous contracts.
11. Describe all services provided, and specify if all services are provided to all probationers. Describe eligibility criteria for probationers; include any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). As well as which clients would be ineligible (offense categories, criminal history, etc.). Proposers must include information on how they will avoid denial of services to persons covered under the Americans with Disabilities Act. The CSCD will consider proposals to provide substance abuse services for special need offenders at higher rates.
12. Describe all probationers' responsibilities (i.e., homework assignments, practice sessions, etc.; include frequency, number and time frame where appropriate).

**Specific requirements for RESIDENTIAL services for offenders.**

- a. Describe procedure and information necessary for an offender to be admitted to your facility.
- b. Describe any diagnostic assessments that will precede program services and/or treatment. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments will be utilized.
- c. Describe how and in what time frame an individualized client treatment plan is developed.
- d. Describe minimum/maximum length of program participation.
- e. Describe how client progress is measured while at the facility. What criteria are used to determine when to release a client early or request an extension?
- f. Describe communication process and frequency of communication between facility staff and supervising community supervision officers (by telephone, written reports). Specify if communication process or frequency will vary during duration of service / treatment.
- g. Describe client discharge/termination procedure (successful / unsuccessful) from the facility. Include if certificates of completion will be provided and, if so, procedure to provide certificate to client and notification procedure to supervising community supervision officer.
- h. Describe staff to client ratio by level of service. Describe client supervision procedures.
- i. Provide copies of all facility State and local licenses/ certificates, include expiration and renewal dates.
- j. Describe client files, format, frequency of entries, etc.

**Specific requirements for NON-RESIDENTIAL counseling/treatment services.**

- a. Describe procedure and information necessary for an offender to be admitted to your program/service.
- b. Describe and specify any diagnostic assessments that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted. Describe why these particular assessments will be utilized.
- c. Describe how and in what time frame an individualized client treatment plan is developed.
- d. If group counseling is provided, describe type of group process utilized; include goals/objective of group process, minimum / maximum number of clients in a group; specify if open or closed groups are utilized.
- e. If individual counseling is provided, describe counseling / therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling.
- f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, i.e., group / individual.) What criteria are used to determine when to release a client early or request an extension?
- g. Describe how client progress is measured during program participation. Describe type and frequency of reports to community supervision officers.
- h. Describe communication process and frequency of communication between program staff/provider and supervising community supervision officers (by telephone, written reports). Specify if communication process or frequency will vary during duration of services/treatment.
- i. Describe client discharge/termination procedure (successful/unsuccessful) from the program/service. Include if certificates of completion will be provided and, if so, procedure to provide certificate to client and notification procedure to supervising probation officer.
- j. Describe staff to client ratio.
- k. Describe client files, format, frequency of entries, etc.

## **Program Performance Measures**

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

1. Outputs
  - a) Total Number Served
  - b) Total number of successful program completions.
  - c) Total number of counseling hours provided.
  - d) Other output measures.
2. Outcomes- To include immediate and long-term outcomes that are specific to the program / service.
3. Five outcomes will be required for each substance abuse service.
  - a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration) (i.e. Class B Misdemeanors and up).
  - b. Decrease re-incarceration.
  - c. Increase positive community supervision outcomes in areas of 1.) Expiration 2.) Early Discharge 3.) Revocations
  - d. Specific programmatic outcome (i.e. completion of program (successful), violation of program conditions or inappropriate placement (unsuccessful))
  - e. Reduce drug or alcohol use.
4. Describe any performance measures your facility uses in accomplishing its goals.

## **Agency Evaluation Methods**

- 1) Describe your plan for determining the degree to which output and outcome objectives are met and methods are followed.
- 2) Describe your plan for monitoring outputs and outcomes.
- 3) State who will do the monitoring.
- 4) Describe how data will be gathered.
- 5) Describe test instruments or questionnaires that will be used.
- 6) Describe process of data analysis (if applicable).
- 7) Describe evaluation reports to be produced.

- 8) Describe the Management Information System (MIS) used for tracking clients in treatment and after discharge.
- 9) If a continued or modified program, please describe results of your program evaluation data of CSCD clients from 2002 through 2004. A new program may use data from other populations.

#### **IV. After Proposals Are Opened**

##### **Proposal Evaluation Factors**

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

- A. The proposed price per unit of service.
- B. Completion of all aspects of this request for proposal.
- C. Bidder's qualifications: Experience / Licenses / Certifications of management and staff.
- D. Evidence of previous accomplishments in providing substance abuse services within the last five (5) years. Experience working with the target population.
- E. Proposer's program evaluation / monitoring procedures.
- F. Other factors such as multiple locations, convenience of hours or location to target population, and ability to accept some referrals under other sources of funding.

##### **Negotiation of Rate, Cost Justifications, and Contract Size**

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

**Following the CSCD's Selections of Proposer(s)**

The proposal submitted in response to this RFP will become the **Operations Plan**. This document will be used in monitoring adequate provision of service. The proposer will enter into a written agreement for service which in addition to the specifications included in this RFP will also include at least the following provisions:

**See Sample Contract Appendix III**

**APPENDIX I**  
**COVER PAGE**

**COVER PAGE**

All proposals must include this cover page as the first page

**Proposal to Perform Substance Abuse Treatment Services**

PROPOSALS DUE: _____	GALVESTON COUNTY CSCD	
Subject of Proposal		
Company Name		
Address		
Telephone Numbers	<small>phone</small>	<small>fax</small>
Tax ID Number		
<b>Service Type</b>	<b>Rate</b>	<b>Exceptions</b>
Detoxification		
Intensive Residential		
Residential		
Out-Patient Group		
Out-Patient Individual		
Other		
Other		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	<small>Name</small>	<small>Title</small>
<b>SIGNATURE</b>		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	<small>Name</small>	<small>Title</small>
<b>SIGNATURE</b>		



**APPENDIX II**

**VENDOR BUDGET FORMS**

**AND INSTRUCTIONS**

**\*BUDGETS ARE REQUIRED FOR RESIDENTIAL  
PROGRAMS ONLY**

## VENDOR OPERATED COMMUNITY CORRECTIONS FACILITIES OR CONTRACT RESIDENTIAL PROGRAMS

As a part of TDCJ-CJAD's funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days) for facility operations. The TDCJ-CJAD approved vendor budget will become a part of the contract (as a binding attachment) between the CSCD and the vendor. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

### **General Information:**

1. Vendors must comply with ALL Articles provided in the signed contract.
2. Vendors must comply with Residential Services Standards as established by TDCJ-CJAD.
3. In addition, SATFs, CRTCs, and TAIP vendors must also comply with the TDCJ-CJAD Substance Abuse Treatment Standards.
4. A separate vendor budget must be submitted for each facility operated by the vendor where applicable.
5. The cost justification must be established and the rates set separately for each facility operated by the vendor.
6. Any costs paid directly by the CSCD facility should not be included in the vendor budget.
7. Billings from the vendor to the CSCD for contract placements must be based on **actual bed use**, not on a lump sum amount each month. Vendors may charge for the day a resident is admitted to the facility but may not charge for the day of release from the facility. Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day.
8. Establishment of a daily rate is the main purpose of the vendor budget. **Items included in the vendor budget must be reasonable, allowable, and necessary for program operations.**
9. Vendor must provide complete information on budget forms regarding quantity, unit costs, basis of cost, number of beds, etc., where applicable. **ALL supporting schedules must include this full information** (i.e. FICA 8.25% x total salaries).
10. Vendor must comply with the attached list of unallowable expenditure items.
11. Depreciation schedules **must be attached** to the vendor budget for any equipment items budgeted for this program.
12. Requirement for indirect and/or overhead allocation **attach either:**
  - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all vendor programs, number of programs to which allocated, and percentage allocated to the CSCD's program;
  - OR,**
  - A certified statement (or copy of approval letter) that the vendor's allocation plans has been approved by another state or federal agency. The allocation plan must be available for audit review.
13. The vendor must maintain a separate accounting system for the CSCD's program, and submit financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.
14. All records on vendor expenditures must be maintained for five years for auditing purposes, and any expenditure not properly documented may be disallowed.

15. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).
16. A Semi-Annual Expenditure report must be submitted to the CSCD and to CJAD on March 31 and September 30. (Exhibit H)

**Expenditure Lines**

**1) Personnel Salaries:**

Please use the most logical and concise manner to convey the personnel cost of each program. Each person participating in the provision of services should be listed with the annual salary and the percent of time allocated to the program. Example:

<u>Position Title</u>	<u>Staff Name</u>	<u>Annual Salary</u>	<u>% Time</u>	<u>Total</u>
Supervisor	Jones, Bill	\$30,000	80%	\$24,000

**2) Personnel Fringe Benefits:**

FICA, SUTA, Medicare, medical, dental, retirement, workers compensation, and unemployment tax are considered fringe benefits. There may be others specific to your agency. Please list as appropriate. Some items may be carried as indirect costs under the Other expenditure line.

**3) Personnel Training:**

These costs are those associated with maintaining credentials and licenses, including registration fees and in-service training. In agencies that receive funding from multiple sources, please do not assign all training to this budget. Instead, use an assignment based on the percentage of time employees receiving training is dedicated to the CSCD’s residential facility or program.

**4) Personnel Travel:**

This expenditure line item should include only travel by personnel in the performance of CSCD residential facility or program related business and includes staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs. Travel costs for residents or personal travel are not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the Transportation expenditure line.)

**5) Equipment:**

This expenditure line item may include leased equipment, insurance, and annual depreciation of equipment used in this program. Depreciation of equipment must follow the appropriate IRS mandated time period. The CSCD residential facility (CCFs) will directly purchase all capital equipment for the facility (facsimile machines, computers, copiers, scanners, phones and phone systems, desks, etc.). For any vendor-owned equipment associated with the program which is located at the corporate office or other location, **appropriate percentages** may be depreciated and charged as an indirect cost in the Other expenditure line (example: a computer used at corporate office for billings to the CSCD).

**6) Transportation:**

Transportation costs, such as gasoline, parking, etc., of transporting residents to and from facilities or related program activities are to be placed in this line item. Mileage logs will be required for audit purposes. Transportation costs associated with CSCD-owned vehicles will be paid from the CSCD facility budget.

**7) Consumable Supplies:**

This expenditure line includes office supplies, tests, educational supplies, posters, food for residents, housekeeping costs, postage, linens, resident medical supplies, urinalysis testing supplies, etc.

**8) Other:**

Included in this expenditure line are profits, professional services (specify type of service), insurance, pest control service, janitorial, and miscellaneous indirect costs (please specify and attach an explanation of the allocation method and expenditure items included for indirect costs, along with the percentage applicable to the CSCD program).

**9) Facility:**

This line item includes items such as building rental, maintenance, insurance (content and liability), utilities, building depreciation or use allowance (attach schedule). Purchase or lease-purchase payments for facilities are not allowable expenditures from State funds.

**REQUIRED ATTACHMENTS FOR VENDOR BUDGETS:**

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.
2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.

**3. Either:**

- Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;

**OR,**

- A certified statement (or copy of approval letter) that the vendor's allocation plans has been approved by another state or federal agency. The allocation plan must be available for audit review.

## UNALLOWABLE COSTS FOR VENDORS

The following items are not to be included in the vendor's budget for rate justification and are not to be paid from funds received from the CSCD:

- Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;
- Alcoholic beverages;
- Bad debts;
- Building and Land purchase ({with the exception of community corrections facilities (Tex. Gov't Code, § 76.010)}, rental purchase, lease purchase, renovation;
- Cash payments to intended recipients of services;
- Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;
- Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;
- Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by CSCD for vendor services;
- Fines and Penalties;
- Firearms, Firearm components, and Ammunition;
- Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);
- Legislative expenses or payment to any elected official from funds received from the CSCD;
- Lobbying;
- Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and
- Tobacco Products.

**Request for Funding**  
**FISCAL YEAR 20\_\_ and 20\_\_**

\_\_\_\_\_  
VENDOR NAME (Name as Incorporated)

\_\_\_\_\_  
STREET ADDRESS CITY STATE ZIP

\_\_\_\_\_  
List any D.B.A. or A.K.A.'S

\_\_\_\_\_  
CONTACT PERSON TITLE TELEPHONE & E-MAIL

BUSINESS FORM (Check applicable):

For Profit Corporation \_\_\_\_\_ Non-Profit Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

State where incorporated \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

TYPE OF RESIDENTIAL FACILITY:

\_\_\_\_\_  
INDICATE ALL THAT ARE APPLICABLE: Total Number of Beds: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

SPECIFIC NAME, LOCATION AND NUMBER OF BEDS BY GENDER FOR **EACH** FACILITY OPERATED BY VENDOR:

<i>Facility Name:</i>	<i>Location:</i>	<i>Male Beds:</i>	<i>Female Beds:</i>
-----------------------	------------------	-------------------	---------------------

\_\_\_\_\_  
INSURANCE PROVIDER: \_\_\_\_\_

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Official Title Date

## Summary Budget for Purchase of Services

FISCAL YEAR 20\_\_ and 20\_\_

Vendor/Contractor: \_\_\_\_\_

City: \_\_\_\_\_

Contract Period: \_\_\_\_\_

COST CATEGORY	COST
Personnel – Salaries	\$
Personnel – Fringe Benefits	\$
Personnel – Training	\$
Personnel – Travel	\$
Equipment	\$
Transportation	\$
Consumable Supplies	\$
Other	\$
Facility	\$
<b>TOTAL</b>	<b>\$</b>

Total Units Service Per Year (example: Bed days per year):

Cost Per Unit:

Show Computation:





**BUDGET JUSTIFICATION**

**2. Personnel Fringe Benefits**

Vendor: \_\_\_\_\_

**Include basis of cost for each item.**

Fringe Benefits Based on Salaries Paid:	Total
FICA	\$
SUTA	
WORKMANS COMP.	
MEDICAL BENEFITS	
OTHER: (Describe)	
<b>TOTAL FRINGE BENEFITS</b>	<b>\$</b>

















**APPENDIX III**

**SAMPLE CONTRACT**

## **INSTRUCTIONS FOR OFFENDER “NON-TREATMENT” SERVICE CONTRACTS (OTHER THAN SUBSTANCE ABUSE)**

The clauses in this section of the manual are required for “non-treatment” service contracts over \$25,000 between the CSCD and service providers. These clauses may also be used for non-substance abuse “treatment” services under \$25,000.

Performance measures must be included for all contracts **over \$25,000**, and a vendor operational plan (response to the ITB or RFP) must be included for all contracts **over \$100,000**.

**Group 4 Services (“Non-Treatment” Services—Non-Substance Abuse).** The following services are identified as “non-treatment” services:

- Blood Specimen Testing
- Education Classes
- GED Classes
- GED Testing
- Literacy Classes
- Employment Preparedness Classes
- Pre-Vocational Classes
- Money Management Classes
- Life Skills
- Electronic Monitoring
- Interpreting Services for the Deaf Offender
- Language Interpreters for Offenders
- Urinalysis Testing
- Psychological Examinations
- Polygraphs
- Psychosexual Assessments
- Psychosexual Evaluations
- Plethysmography
- Psychiatric Assessments
- Neuropsychological Tests
- Personality Tests
- Medical Exams
- Medical Treatment

For questions relating to services not listed, contact the TDCJ-CJAD Budget Director.

**SERVICES  
OPERATIONS AGREEMENT  
FOR  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

\_\_\_\_\_ ("VENDOR")

\_\_\_\_\_ Address

\_\_\_\_\_ City, State, Zip

as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSETH:**

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

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

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

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \_\_\_\_\_ for September 1, through August 31, \_\_\_\_\_. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services: **(TO BE FILLED IN BY CSCD – add more lines if needed or delete lines not needed)**

\_\_\_\_\_ \$\_\_\_\_\_ per \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

**(TO BE FILLED IN BY CSCD)**

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of crime.

**(TO BE DEVELOPED AND FILLED IN BY CSCD – MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR)**

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

1.7 Referrals. The DEPARTMENT retains control over the offenders referred to VENDOR for the provision of services. If the offender is determined to be in need of additional or different services, the offender is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for offenders who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF “NO-SHOWS” FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

1.10 Orientation and HIV Counseling. VENDOR shall provide orientation to offenders regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit J hereto.

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of offenders who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any offenders who were previously removed on that day. Offenders on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit C.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of offenders, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any offender who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident offenders at non-CCFs: the VENDOR Rate calculated by the number of verified offenders according to the Midnight Strength Report for each day of the billing month; (b) Outpatient offenders: the VENDOR Rate calculated by the number of verified offenders for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any offender who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means “Name of provider.”

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

**1.12 AND 1.13 ARE OPTIONAL CLAUSES:**

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

- A. Claims that may arise out of or result from VENDOR'S actions/omissions/operations hereunder, whether such actions/omissions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
  3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
  4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
  5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  6. Claims for damages based on violations of civil rights;
  7. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.
- D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

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

negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other:           **(Specific Department/Program Requirements)**

**ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:**



## ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

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

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

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

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

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

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

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

**ARTICLE III  
GENERAL CONDITIONS**

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of an offender's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

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

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

**ARTICLE IV  
ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other

requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

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

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

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

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

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

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

4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during

the invoice period, including the names of all offenders served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit D).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

## **ARTICLE V DEFAULT AND TERMINATION**

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

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

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

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

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## **ARTICLE VI INDEPENDENT CONTRACTOR**

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

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

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

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

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

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

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

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

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

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

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

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

Executed in \_\_\_\_\_ County, Texas by

DEPARTMENT: \_\_\_\_\_  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

OPTIONAL:  
ADMINISTRATIVE DISTRICT JUDGE: \_\_\_\_\_

JUDICIAL DISTRICT: \_\_\_\_\_

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

VENDOR: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

**Procurement: RFP No. B142015 SUBSTANCE ABUSE TREATMENT SERVICES**

**Proposer: \_\_\_\_\_ Date of Certification: \_\_\_\_\_**

Proposer **CERTIFIES**, to the best of its knowledge and belief, that **Proposer and/or any of Proposer's Principals:**

- 1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency;
- 2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are **NOT** presented indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means: i.) an officer, director, owner, partner, principal investigator, or other person within the participant with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer **Represents and Warrants** that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

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

Sworn to and Subscribed before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Printed name and title of person signing above for Proposer

\_\_\_\_\_  
Notary Public in and for the State of Texas

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



State of Texas  
County of Galveston

§  
§  
§

**NON-COLLUSION AFFIDAVIT**

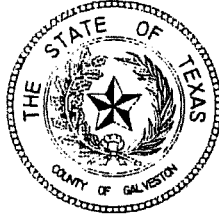
Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Proposer)  
submitted the attached Bid/Proposal in **RFP No. B142015 SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

\_\_\_\_\_  
**Signature of Affiant**

**SWORN TO and SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

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

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

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*  
**Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

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

Insurance requirements are as follows:

### **Public Liability and Property Damage Insurance:**

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

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

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

**Worker's Compensation Insurance:**

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

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

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

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

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

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

**Procurement Policy - Special Note:**

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

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

**Code of Ethics - Statement of Purchasing Policy:**

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

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

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

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

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

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

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

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

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

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

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

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

**Questions/Concerns:**

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

## CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

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

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

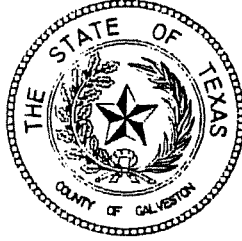
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



**COUNTY of GALVESTON  
Purchasing Department**

rev. 1.3, March 29, 2010

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

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

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

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

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

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

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

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

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

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

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

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

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

#### Payments you receive will be subject to backup withholding if:

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

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

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

### Updating Your Information

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

### Penalties

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

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

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

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

### Specific Instructions

#### Name

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

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

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

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

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

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

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



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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

### What Name and Number to Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

### OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

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

\_\_\_\_\_  
Date