



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Israel "Buddy" Silva, Director
Hidalgo County Juvenile Probation

ATTN: Elena Gaitan

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: March 23, 2011

RE: APPROVAL OR DISAPPROVAL OF REQUIREMENTS / RFP- SPECIFICATIONS /
QUALIFICATIONS FOR: HIDALGO COUNTY JUVENILE PROBATION- "JUVENILE
JUSTICE ALTERNATIVE EDUCATION PROGRAM"

MAR 30 2011
C. 10:15

Please review the enclosed template for RFP - HIDALGO COUNTY JUVENILE PROBATION - "JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM" and state if the RFP meets all your requirements by marking approve (or) disapprove and signing below. Please make the modifications necessary under "Statement of Problem" and "Program Background".

Please respond by no later than 3:00 p.m., Tuesday, March 29, 2011, with any additions, deletions and/or changes to the specifications".

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE

DISAPPROVE (Attach Changes)

FUNDS AVAILABILITY: Yes / No / Other (specify) _____

BUDGET ACCOUNT #: FY 2012 new fiscal year
School Districts & State

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

RFP NO: 2011-084-00-00CGA

BUYER III: Gricelda (Cris) Villarreal

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

**Hidalgo County
Edinburg, Texas**

**“JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)”
APRIL , 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2011-084-00-00CGA

1. Sealed proposals will be received for **“Hidalgo County-Juvenile Justice Alternative Education Program (JJAEP)”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-084-00-00CGA-Hidalgo County-Juvenile Justice Alternative Education Program (JJAEP)”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, April , 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2011-084-00-00CGA-HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, April , 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, April , 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into

consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are

insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County- Juvenile Justice Alternative Education Program (JJAEP)”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511**

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., **April** , 2011
Project/Anticipated Award Date: _____, 2011
Commence Work or Deliver Products _____, 2011

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or 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 proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- . 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on

account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
“HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM (JJAEP)”
RFP NO: 2011-084-00-00CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT "A"

RFP No.: 2011-038-00-00CGA

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HIDALGO COUNTY JUVENILE BOARD

**JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
REQUEST FOR PROPOSALS**

RFP NO.: 2011-038-00-00CGA

Issued: _____

Closing date: _____

Offerors must submit one (1) original sealed proposal and nine (9) copies. Proposals will be received on or before 9:30 a.m., Wednesday, _____ 2011 at:

**Hidalgo County Juvenile Board
c/o Martha Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

US Postal Mail/Courier Address

2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:

2802 S. Business Hwy 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas, 78539

For information call: Israel "Buddy" Silva (956) 381-8600, or fax (956) 383-4280.

TERMS AND CONDITIONS FOR SOLICITATIONS

APPLICABLE TO: REQUEST FOR PROPOSAL (RFP)

“BID” AND “BIDDER” ARE USED TO REFER TO AN OFFER IN RESPONSE TO A REQUEST FOR PROPOSAL

1. INSTRUCTIONS TO BIDDERS:

(a) Thoroughly examine the specifications, schedule, instructions, and all other solicitation documents.

(b) Make all investigations necessary to be familiar with conditions that affect the bid. No pleas of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of Juvenile Board or changing the compensations due.

(c) Contracts are subject to all legal requirements of county, state or federal statutes and regulations. Laws of the State of Texas apply.

(d) Provide all required information. Print or type name on bid and sign the original and all nine (9) copies.

(e) Do not include federal taxes or State of Texas limited sales excise and use taxes in bid prices since Hidalgo County is exempt from payment of these taxes. (See 151.309 Tax Code.)

2. BIDDER CERTIFICATIONS/AGREEMENTS-By submission of a bid:

(a) You certify that you are a duly qualified, capable, and otherwise bondable business entity, and that you are not in receivership or contemplating receivership, and that you have not filed bankruptcy or are not contemplating filing bankruptcy. You further certify that the Company, Corporation or Partnership does not owe any back taxes within Hidalgo County. No award will be made to a firm owing back taxes within the County. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.

(b) You warrant that all applicable patents and copyrights which may exist on items bid have been adhered to and further, you warrant that Hidalgo County shall not be liable for any infringement of those rights. Such rights granted Hidalgo County shall apply for the

duration of the contract. Hidalgo County will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.

(c) You warrant that upon execution of a contract with Hidalgo County you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, or national origin and will submit reports as either Hidalgo County or the Hidalgo County Juvenile Board (“Juvenile Board”) may require to assure compliance.

(d) You warrant that the offered price will be held firm and subject to acceptance by Juvenile Board for a period of one hundred and twenty (120) calendar days from RFP closing date, or such longer period indicated in your offer.

(e) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for Hidalgo County to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.

3. SUBMISSION OF BIDS:

(a) Deliver your bid, or changes to bids, in SEALED ENVELOPES addressed to the Hidalgo County Purchasing Department. NAME AND ADDRESS OF BIDDER, DATE OF RFP CLOSING must be placed on the outside of the envelope.

(b) Telegraphic bids will not be accepted. Modifications to offers on RFPs will be accepted by telegraphic notice or fax up to time for RFP closing and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.

(c) An authorized official of the firm must print or type his name and manually sign the bid.

(d) Bids may not be withdrawn after the time set for the RFP closing, unless approved by Hidalgo County.

(e) Your offer or a modification to your offer is LATE if received after the time set for bid opening and shall be returned unopened and shall not be considered.

(f) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the Hidalgo County Purchasing Department on or before ten (10) days prior to scheduled opening of bids. Late requests may not be honored. Timely requests will be interpreted or

otherwise clarified by issuance of a modification to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.

4. TERMS AND CONDITIONS:

(a) PAYMENTS shall be made by check or warrant by the Hidalgo County Auditor upon satisfactory delivery and acceptance of services as required by Hidalgo County and the issuance of an invoice to the address below.

Hidalgo County Board of Judges
C/O Ray Eufrazio
2808 S. Bus. Hwy 281
Edinburg, Texas 78539

(b) PROMPT PAYMENT ACT supplies (Government Code § 2251.025) which provides that payments be made within 45 calendar days. It provides a 12% interest penalty added at time of payment for late payments. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same 12% interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later: Satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. Hidalgo County has 21 days in which to notify vendor of erroneous invoice. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial and periodic payments will be made unless specifically authorized in the contract.

(c) NO COUNTY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. He/she may hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.

(d) NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Bidder or Awardee or any of his/her agents or representatives or to any County or Juvenile Board officer, member or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by Hidalgo County, followed by an opportunity for a

hearing. Contractual remedies that apply to breach of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by Hidalgo County of not less than three nor more than ten times the cost incurred under this provision. Contractual remedies that apply to breach of contract apply if terminated under this provision in addition to any other damages to which Hidalgo County is entitled by law, is recoverable.

(e) If you change your name or ownership (NOVATION), notify Hidalgo County and the Juvenile Board immediately. The change must be approved by Hidalgo County before any change can be recognized in the contract. A fee of \$100.00 per contract, for administrative costs is required; then the contract will be modified to reflect the change.

(f) FORCE MAJEURE: Neither party can be held responsible for losses of any kind as a result of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.

(g) TERMINATION FOR DEFAULT: Termination for Default: Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the Juvenile Board may require corrective action within ten (10) days from the date or receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a Default of contract. The contractor shall be given a thirty (30) day period within which to show cause why the contract should not be terminated for default. The Juvenile Board may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default, or show cause, shall be issued by the Chairman of the Juvenile Board of Hidalgo County, Hon. Judge Mario Ramirez, Overseer, and all replies shall be made in writing to the Juvenile Board. Notices issued by or to anyone other than the Chairman of the Juvenile Board shall be null and void, and shall be considered as not having been issued or received. If a default occurs the Contractor shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to the either the Juvenile Board or County should it become necessary to contract with another source because of Contractor's default, plus reasonable administrative costs and attorney's fees.

VIII. CONTRACT CONSTRUCTION:

(i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Government Code 311.001 et. seq. Code Construction Act. Wherever "County" is used herein, it is understood to mean "Hidalgo County Juvenile Board".

(ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order; (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Request for Proposal/Invitation for Bid; (e) other provisions, whether incorporated by reference or otherwise.

(iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.

(iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.

(v) Terms addressed in the solicitation apply to the contract, as well.

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

5. AWARD OF CONTRACT:

(a) Award will be made to the low responsive, responsible bidder, capable, in the sole discretion of Hidalgo County with recommendations from the Juvenile Board, of fulfilling the terms herein, or to the responsible offeror whose proposal is most advantageous to the Hidalgo County with recommendation from the Juvenile Board, price and other factors considered. After approval by Commissioners Court of County, award will be made by letter signed by the County Judge of County, delivered to the successful offeror. Unless or until the County enters into a more formal contract, this award shall be deemed an agreement in principle and according to the terms of this RFP.

(b) The County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations.

(c) The County may reject a bid (or all bids) if not satisfactory to the County. The County also reserves the rights to waive minor informalities or irregularities in any bid.

(d) Other factors may be considered in determining the successful bid when they are applicable, such as administrative cost for a multiple award, warranties and guarantees, performance period, and ability to deliver or perform.

(e) Texas provides no advantage to resident bidders in the award process. However, offers from another state where that state favors their residents may be evaluated by adding the same differential to the bid that would be required for a non-resident bid to be awardable in their resident state (for example, how much lower a Texas firm must be in that state than one of their resident bids in order to be the awardee).

DRAFT

CERTIFICATION STATEMENT

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

I certify that _____ and its response complies with the specifications,
(Name of Organization)
requirements, and essential elements of the request.

Signature

Type/Print Name

Title

Date

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

SCHEDULE OF SERVICES

The Juvenile Justice Alternative Education Program (JJAEP) must service an uncertain number of students estimated to be between 75 and 125. Both boys and girls from ages 10 to 18 will be included in the population. Proposals should cover the following services:

- I. Curriculum
 - A. English Language Arts
 - B. Mathematics
 - C. Science
 - D. Social Studies
 - E. Self Discipline
 - F. G.E.D.
 - G. Additional courses

- II Behavior Management
 - A. Discipline Methodology
 - B. Behavior Management System
 - C. Security
 - D. Uniforms/Dress Code

- III Additional Programs
 - A. Extended day
 - H. Attendance & Truancy
 - I. Parents and Parenting
 - J. Community Service
 - K. Academic Boot Camp

- IV. Social and Psychological Services
 - A. Counseling
 - B. Psychological Counseling
 - C. Drug and Alcohol Programs
 - D. Social Services
 - E. Transition and Follow up Services

- V. Administration
 - A. Compliance
 - B. Curriculum
 - C. Reporting
 - D. Accounting

- VI. Personnel
 - A. Teachers
 - A. Administrators
 - A. Counselors and Case Workers
 - A. Teacher' Aides
 - A. Other

- VII. Support
 - A. Transportation
 - A. Recreation
 - A. Food Service
 - A. Library
 - A. Court Support

- VIII. Testing
 - A. TAKS
 - A. End of Course Exams
 - A. Pre and Post Testing
 - A. Student Evaluation
 - A. Program Evaluation

- IX. Billing and Reporting
 - A. PEIMS
 - A. TJPC and other requested Reports
 - A. School District Billing
 - A. Additional Funds

1. **SPECIFICATIONS**

1.1_ **PURPOSE:** This Request for Proposal (RFP) is intended to invite organizations to satisfy the requirements of a Juvenile Justice Alternative Education Program as required under the Texas Education Code, Chapter 37.

1.2_ **ISSUING OFFICE:** This RFP is issued for the Hidalgo County and the Hidalgo County Juvenile Board. The Board has designated Hidalgo County Chief Juvenile Probation Officer as its representative and contact for this RFP.

1.3_ **STATEMENT OF PROBLEM:** The Hidalgo County Juvenile Board is charged with providing education to those students who have been expelled by one of the sixteen (16) school districts within the county. In the 2006-2007 school year, 248 students were mandatorily expelled and reported to the Hidalgo County Juvenile Probation Department (a copy of the program background is attached hereto as Exhibit "B"). It is unknown if this rate will increase or decrease in the following years. The vast majority of these children are in the 7th, 8th, 9th grades. They tend to be at least one grade level behind.

The Juvenile Board has two goals for the school project. First to educate the children, bringing their skills up to grade level; and second, to stop their delinquent conduct and/or misbehavior. The Board would like to make certain that the students improve and that they are able to reintegrate into the regular school once their term of expulsion expires. It is also hoped that the students will successfully complete their probation (formal or informal) and that they will not re-offend in the future.

1.4 **REGULATORY ENVIRONMENT:** The Texas Juvenile Probation Commission has issued regulations for the operation and accountability of JJAEPs. These regulations appear at 37 TAC 348.101-348.112 (a copy is attached here to as Exhibit "D"). It is the intent of the Board that this program operates in conformity with those regulations. Therefore, regardless of the specifications and requirements set out here, if the regulations provide for more rigorous standards, then the regulatory standards, and not these, will apply. Projected start date of JJAEP Program is August 01, 2011.

1.5 **PROPOSAL SUBMISSION:** Proposals must be submitted in the form provided herein and submitted in a sealed envelope properly identified. The proposal does not have to cover the entire population and may be addressed to an identifiable portion of this population. The proposal must reflect the necessary flexibility in the number of students within that identified population. Offerors are also cautioned that limitations on the population being served may prevent economies of scale which may affect cost competitiveness.

1.6 **FACILITY:** Proposals should describe the geographic location, type and size of the facility which will be used for the JJAEP. Facilities must include adequate classroom and administrative space to support the proposed number of students. Facilities should include a library, clinic, teacher workrooms, indoor and outdoor physical recreation areas, and food

service areas. Facilities must comply with all applicable federal, state, county and city regulations.

- 1.7 **QUANTITIES:** The Hidalgo County Juvenile Board reserves the right to increase or decrease the number of students on the basis of actual expelled students.
- 1.8 **SERVICE DESCRIPTION:** Offerors shall submit complete data on each service set out in the Schedule of Services, fully describing how it will be provided. Failure to submit the above information with the sealed proposal may disqualify proposal.
- 1.9 **COOPERATIVE AGREEMENTS:** The Juvenile Board recognizes that no one organization may have all the expertise necessary for this undertaking and encourages offerors to form cooperative agreements to meet these needs. Any such agreement should be included with the proposal.
- 1.10 **REPRESENTATIVE:** The successful Offeror agree to send a personal representative with binding authority for the company to the Juvenile Board upon request to make adjustments and/or assist with coordination of all transactions as needed.
- 1.11 **QUALITY OF SERVICES:** The Juvenile Board reserves the right to determine the quality of the services, contracts, and companies offered.
- 1.12 **SIGNING OF PROPOSAL:** Failure to manually sign the proposal may be cause for rejection. Person signing proposal must show title or authority to bind their firm to a contract.
- 1.13 **TAXES:** The County is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax. If it is determined that tax was included, it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 1.14 **EEOC GUIDELINES:** During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditioning.
- 1.15 **GUARANTEED RATES:** All rates shall be guaranteed for 24 months beginning August 01, 2011. However, the County reserves the right to accept a guarantee of more than 24 months if it is in the County's best interest.
- 1.16 **ORDER OF RESPONSE:** The offeror shall reference its proposal in the same order as provided in the specifications. Any company seeking to provide services on a subcontract basis must respond to appropriate sections of these specifications and must meet all conditions or standards in these specifications.

- 1.17 **COSTS:** The proposal shall set out the cost per student per day. These costs may be on an incremental basis, based on the number of students. The proposal should price each of the extended day, parenting and Academic Boot Camp program separately. The proposal should also break out the cost of food service on a per student basis and transportation on a flat fee basis (per Month).
- 1.18 **ALL COSTS INCLUDED:** The cost per student per day should include the cost of all instructional materials. If the program is to adopt uniforms as a dress code and uniforms must be provided to the students who cannot otherwise afford them, this cost must be included in the per diem costs.
- 1.20 **GOALS:** The offeror is being asked to provide all services to meet the goals of this program. Unless the contract otherwise provides it will be the duty of offeror.
- 1.21 **REFERRALS:** The Juvenile Board shall require that all violations of law that occur at the JJAEP be referred to the Probation Department or to another law enforcement agency. All incidents that result in the injury to a child due to the conduct of staff must be referred to the Department of Protective and Regulatory Services for investigation.
- 1.22 The offeror, once selected, must compensate Hidalgo County in the entirety for the salary, fringe benefits, training and travel of a probation officer assigned to the premises of the JJAEP by Hidalgo County. The probation officer shall be assigned to the JJAEP provided however such probation officer shall report to and be under the supervision and control of Hidalgo County for all purposes.
- 1.23 The offeror, once selected, shall pay Hidalgo County monthly on the ____ day of each month during the term hereof the actual costs of the probation officer so assigned and all costs of such probation officer as invoiced by Hidalgo County.
- 1.24 **TERM OF CONTRACT:** The term of this Contract shall be from August 01, 2011 through July 31, 2012 unless sooner terminated or extended as herein provided. Three (3) additional one (1) year extensions may be granted through July 31, 2015.
- 1.25 **NUMBER OF COPIES OF THE PROPOSAL NEEDED:** The proposer shall provide the required copies of the proposal as specified on the cover sheet. No other distribution of the proposals will be made by the service provider. On each copy the offeror shall print or type his /her name and manually sign the Proposal.
- 1.26 **OFFICIALS NOT TO BENEFIT:** No County employee or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
- 1.27 **REJECTION OF PROPOSALS:** Hidalgo County on recommendation of the Juvenile Board reserves the right to reject any and all proposals received as a result of this Request

for Proposal or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the County. The County does not intend to pay for the information solicited or obtained through any response.

- 1.28 **INCURRED COSTS:** Hidalgo County and/or the Juvenile Board is/are not liable for any cost incurred by the service provider prior to issuance of a contract.

2. REQUIREMENTS

2.1 REQUIREMENTS OF OFFERORS SUBMITTING PROPOSALS:

1. All offerors submitting proposals must have all necessary licenses issued by the State of Texas to perform those services and must be able to demonstrate a level of performance to meet the goals of this RFP.
2. The offeror must be qualified to do business in the state of Texas and be in good standing. Offeror may have no delinquent taxes owing to the State of Texas or the County of Hidalgo, or any political subdivision located therein except in the case of a good faith dispute with the taxing authority.
3. The offeror must have a general liability insurance policy, workers compensation insurance, auto liability insurance and professional liability insurance, with minimum limits as shown on Exhibit "C". Enclose proof of such insurance with your proposal.
4. The offeror must be able to demonstrate that it can successfully deal with both the education of students in these age groups and juvenile probationers or other troubled or "at risk" youth.
5. The offeror must show a willingness and ability to think creatively and to find effective ways of dealing with these students.
6. The offeror must have a willingness to commit to the specified levels of performance for service and quality.
7. The offeror must have an organization that can demonstrate the ability to deliver cost-effective service and effective teaching.
8. The offeror must fund and compensate Hidalgo County in the entirety for the salary, fringe benefits, training and travel of a probation officer assigned by Hidalgo County to perform the functions and duties as required by JJAEP.

2.2 REQUIREMENTS OF PARTNERS OR ASSOCIATES OF OFFERORS SUBMITTING PROPOSALS:

1. All partners or associates of offerors submitting proposals must meet the requirements of 2.1-1, 2.1-2, 2.1-3, 2.1-4, and 2.1-5 above and such other requirements applicable to its role.

3. ESSENTIAL ELEMENTS

3.1 OPERATING POLICY

1. The offeror must provide a written operating policy for each school program. The policy must set out specifically the method of operation of the Juvenile Justice Alternative Education Program (JJAEP) and must be included in the offer.
2. The offeror must clearly set out all assumptions on which the proposal is based, especially the number of students and the time that they will enter the program.
3. The program must operate at least 180 days a year and must be 7 hours a day.

3.2 CURRICULUM:

1. The offeror must set out a summary of the curriculum for each component or program at each grade level. The curriculum should include the scope and sequence of objectives within each component.
2. Curriculum must cover and focus on English Language Arts, Mathematics, Science, Social Studies, and Self Discipline. Self Discipline may be integrated into the program or may be taught as a separate course. The curriculum may, but is not required to, include additional courses of instruction so long as the focus of the curriculum is as set out above.
3. Curriculum for each subject area and for each student must be suitable for the child's age, grade and level of academic functioning and must be conducive to the student's successful reintegration into the appropriate placement in the students home school district after the expulsion period has ended.
4. Curriculum must have a strong remedial element.
5. Curriculum must be successful enough to show improvement of individual educational performance and TAKS testing.

6. Curriculum must have a plan for dealing with students with learning, physical and emotional disabilities.
7. The Board is looking for classroom oriented curriculum that prepares a student for return to the regular classroom. It may be supplemented with computer-assisted learning techniques and the use of workbooks.
8. The Offeror must provide a GED program to appropriate students.

3.3 BEHAVIOR MANAGEMENT:

1. The Offeror must set out its behavior management system and how it will be integrated into the curriculum.
2. The Offeror must set out its methods for enforcing discipline or sanctions and the procedures used to provide due process.
3. The offer must set forth its security plan including procedures for searching students and preventing contraband from coming into the school environment.
4. Offer must train personnel in a restraint technique recognized by TJPC as appropriate for the use with juveniles.

3.4 ADDITIONAL PROGRAMS:

1. The Offeror may as an alternate provide an extended day program used as a sanction for truancy and for students returning for an additional term. It will include an early pick up, with at least two hours of additional programming and a Saturday program. Please set forth how that additional time will be utilized by the students.
2. Offeror may as an alternate provide additional programming to increase attendance and avoid truancy. Please set forth a description of that program.
3. The Offeror may as an alternate provide a program that includes parents and helps to train them in communication and discipline skills.
4. The Offeror may as an alternate include a community service component in the program. Set forth in the proposal how such a component will be integrated into the program.
5. The Offeror must set forth a plan for dealing with pregnant or parenting students.

6. At the end of each school semester a number of students, though usually no more than 20, are expelled for a period of time less than six weeks. Offeror must set out a boot camp type program that focuses on academic rather than physical drills. It should be at least 7 hours a day and five days a week. Set out a description of such a program in the proposal. Include staffing, goals and objectives, and expectations regarding behavior. Offeror must price this program separately. The Juvenile Board is considering this program as an option and it may not be actually be utilized.

3.5 SOCIAL AND PSYCHOLOGICAL SERVICES:

1. The offeror must set forth the type and extent of counseling services that will be available to the students. Every child should receive some form of counseling. Specifically describe the number of hours of counseling and the type, and the format (i.e., group or individual) each child shall receive, and how children will be identified for additional counseling needs. Counseling provided by the program should include anger management and impulse control.
2. In addition more professional psychological services may be needed. Offeror should design a plan for assessing when and under what circumstance additional professional psychological services may be needed. A specific plan for how to meet those needs and by what means must be set out in the proposal. These costs do not need to be included in the basic per diem cost, but should be set separately.
3. The offeror must set out a plan for providing a drug and alcohol abuse and prevention program and counseling. It must provide a criteria or methodology for identifying those students who are at greater risk and the additional services that will be provided to those students so identified.
4. The offeror must cover what additional social services and the extent to which they will be offered and made available to the students. A specific plan for how to meet those needs and by what means must be set out in the proposal.

3.6 ADMINISTRATION:

1. Administration must be familiar with all statutory, regulatory, record keeping and reporting requirements of a Juvenile Justice Alternative Education Program and keep the County and the Juvenile Board in compliance.
2. The Administration must provide for a system of curriculum and lesson plan oversight and development supervised by a certified teacher.

3. The Administration must have budget, audit and cost control systems in accordance with Generally Accepted Accounting Principles in place.
4. The offeror must accurately complete all reports required by the funding agreement between the Board and TJPC. Offeror must report on a periodic basis all information requested by the Board.
5. The offeror must collect and report all PEIMS data and all other required data to all appropriate school districts.
6. Program should be successful enough to show a reduction in recidivism and violations of probation as compared to similar historical populations of Hidalgo County and should have a system and personnel to keep and track this information.
7. Program should be successful enough to show and improvement by substantially all students in educational performance and should have a system and personnel to keep and track this information. The goal should be to bring students up to grade level.

3.7 PERSONNEL:

1. A substantial portion of the faculty must have significant teaching experience or be otherwise qualified to teach those subjects they will be teaching. 25% of the faculty must be certified teachers. The offeror must set out its teacher to student ratio which may not be less than 1 to 24.
2. There must be significant experience among teachers and other staff on dealing with "at risk" students, troubled youth and/or juvenile delinquents.
3. The offeror must have adequately trained counselors and caseworkers to meet the needs of the student population. The offeror must set out its caseworker to student ratio which may not be less than 1 to 44.
4. The offeror must have at least one certified Special Education Teacher for every 24 students who are certified as needing special education programs. There must be sufficient personnel trained to deal with children with learning, physical and emotional disabilities.
5. Offeror must set forth the operational staff to student ratio and how it is computed which may not be less than 1 to 12.

6. There must be sufficient personnel to maintain the facilities in good repair and in safe condition and to be sufficiently clean and sanitary. The program may require students to participate in these functions and, if so, it must be addressed in the plan.
7. There must be sufficient personnel properly trained to maintain the safety and security of the students, faculty, and staff, keeping in mind the special needs and risks of the population being served. At least one person trained in CPR should be at the school during all times of operation.
8. The offeror must have a system of oversight and evaluating the effectiveness of personnel.
9. There must be significant experience among the administration personnel in the area of school finance, budgeting, and accounting.
10. There must be sufficient personnel to provide food service.

3.8 SUPPORT:

1. The proposal must set out a plan for transportation with a sufficient number and location of the pick up points to accommodate the number of students.
2. The program must provide for recreational activities and may also include such things as field trips and other events.
3. Offeror must provide for the maintenance of a library, including the acquisition of new materials.
4. The offeror must provide food service for the students. At a minimum lunch must be served.
5. The Offeror must provide such services as are requested in order to prosecute violations of law that occur on the JJAEP, including but not limited to truancy.

3.9 TESTING

1. There must be a program for administering the TAKS tests.
2. There must be a program for administering the end of course exams or tests.

3. The proposal must contain a program for testing the grade level and ability of students when they enter and exit the program.
4. The proposal must contain a program for evaluating student skills and behavior and must have a system of accountability to show whether or not the program is meeting the set goals.
5. The proposal should also include a program for self evaluation, program testing and follow up.

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3.10 BILLING AND REPORTING:

1. The Offeror must set up a system for PEIMS and all other required data reporting.
2. The Offeror must set up a system of billing and accounting. The offeror must prepare all reports required by TJPC in a timely fashion and all other reports requested by the Juvenile Board including monthly reports and a comprehensive annual report.
3. The proposal must provide a system of assessing each school district for students from that district for payment to the county auditor, if applicable.
4. The offeror should identify any additional funds from collateral sources that the program may qualify for and how it would undertake to receive those funds.

4. **GENERAL PROVISIONS**

4.1 **SCOPE OF CONTRACT-REQUIREMENTS:** Upon acceptance of a bid/proposal by Hidalgo County an Offeror shall be obligated, upon request, to enter into a formal contract with the County for the delivery of services and or the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. The estimated range of the number of students are best estimates of Hidalgo County's needs for one (1) year. They represent a realistic estimate based on past information for purposes of securing a bid price. The numbers are not firm and are not hereby ordered or called for. Actual requirements will be students who are expelled and referred to the JJAEP, and no obligation to pay for any quantities shall be deemed to exist unless or until such referrals are issued.

(a) Hidalgo County is obligated to pay for such referrals above and to order all its requirements against this contract for which award has been made. Hidalgo County is not obligated to order services not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.

(b) Any order of a court ordering a student to attend Hidalgo County Juvenile Justice School shall be deemed a delivery order, when a copy is sent to offeror. All orders or referrals are subject to the terms and conditions of the contract. In the event of conflict between a referral or an order and the contract, the contract shall control.

(c) If the County's requirements do not result in orders in the quantities described as "ESTIMATED" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

4.2 **CHANGES:** Hidalgo County may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

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

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the Hidalgo County may make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, Hidalgo County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

4.3 **COMPETITIVE PROPOSALS:** Proposals will be opened so as to avoid disclosure of contents to competing offerors, and kept secret during the process of negotiation. However, all proposals shall be open for public inspection after award except for trade secrets and confidential information contained in the proposals and identified as such.

(a) Proposals will be evaluated and award made on the basis of the following factors and respective weights:

<u>EVALUATION FACTOR</u>	<u>POINTS</u>
(i) Program/Curriculum	35
(ii) Cost	30
(iii) Personnel/Administration	15
(iv) Reputation/References	10
(v) Subjective Analysis	<u>10</u>
TOTAL:	<u>100</u>

(b) Negotiations may be conducted with responsible offerors who submit proposals as determined by Hidalgo County to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

- (i) Any oral negotiations must be confirmed in writing prior to award.
- (ii) Award may be made without negotiation of proposals with any offeror.

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

4.4 **DISADVANTAGED BUSINESS ENTERPRISE POLICY:** Hidalgo County, its contractors, subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with Hidalgo County shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens of Hidalgo County.

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

The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of four (4) years.

Exhibit "B"

PROGRAM BACKGROUND (2009-2010 DATA)

During the 2009-2010 school year, Hidalgo County operated a JJAEP which served an estimated 257 mandatorily expelled students from Hidalgo County School Districts. The total attendance from the 2009-2010 school year was 11,922 days. All of the students enrolled in the JJAEP met the enrollment criteria for the mandatorily expelled student. All of these students were properly referred to the Juvenile Probation Department and subsequently placed on court-ordered probation or deferred prosecution. A JJAEP (P.O.) was assigned to monitor and supervise all mandatorily expelled students enrolled in the JJAEP. This P.O. would also serve as a liaison between the JJAEP, the department, and the County School Districts.

Hidalgo County School Districts also contracted with the County JJAEP for the continued education of discretionarily expelled students. The following is a list of mandatory enrollments and days of attendance for school districts.

**

School Districts	Number of Days	Number of Students
Donna ISD	2290	31
Edinburg ISD	424	10
La Joya ISD	1484	39
McAllen ISD	1175	24
P.S.J.A. ISD	2294	65
Weslaco ISD	1245	30
Mercedes ISD	324	8
Mission ISD	2212	40
Sharyland ISD	313	7
Progreso ISD	0	0
Edcouch ISD	44	1
Valley View ISD	117	2
TOTAL:	11,922	257

Exhibit “D”

Part XI. Texas Juvenile Probation Commission
Chapter 348. Juvenile Alternative Education Programs

Subchapter A. Program Operations
37 TAC ' 348.101-348.112

348.101. Purpose. The purpose of this chapter is to establish minimum operational, programmatic, and educational standards for juvenile justice alternative education programs (JJAEP) in Texas.

348.102. Definitions. The words and terms when used in this Chapter, shall have the following meanings, unless the context clearly indicates otherwise:

1. **Attendance Days.** The actual number of instructional days a student is enrolled and in attendance at the JJAEP for a minimum of 4 hours per day.

Exit Reason. The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories.

- A. Completed program/returned to home school while on probation--Student has returned to home school district while still under terms of probation.
- B. Completed program/term of probation expired--Student has returned to home school district due to expiration of probation order.
- B. Completed program/term of placement ended--Student returned to home school district due to termination of expulsion status and probation status.
- C. GED Completion--Student has successfully tested and passed the high school equivalency examination.
- D. Graduated--Student has completed all necessary requirements to receive a high school diploma.
- E. Left Program Unsuccessfully--Student has been terminated from the program due to:
 - (i) a probation modification or revocation;
 - (ii) an out-of-home placement;
 - (iii) being held in juvenile detention;
 - (iv) being held in jail;
 - (v) absconding (violation of conditions of release from detention or court order);
 - (vi) being committed to the Texas Youth Commission; or
 - (vii) being committed to the Texas Department of Criminal Justice.

- F. Other--Student who left program due to out of county move, death, medical reason, or other non-delinquency reason.
- G. Juvenile Justice Alternative Education Program (JJAEP)--An educational program by the juvenile board of a county to serve expelled students pursuant to Chapter 37, Texas Education Code.

348.103. Program Administration and Organization

- A. Policy Board. The juvenile board of the county in which the JJAEP is located shall be responsible for approving and implementing the policy for the program. The JJAEP shall be operated according to current written policies which address personnel, administration, programming, training, and standards under this chapter. The juvenile board shall conduct an annual review of the policies.
- B. Management Review. The juvenile board and the chief administrative officer shall participate in an annual evaluation of overall operations of the JJAEP. Existing policies and practices shall be reviewed to determine their continuing relevance to the mission of the JJAEP.
- C. Required Staff. Each JJAEP shall provide the required administration, programmatic and supervision staffing as required by this section.
 - 1. Administration. The juvenile board shall designate a chief administrative officer.
 - a. Qualifications. The chief administrative officer shall, at a minimum, hold a four-year degree from an accredited university and shall possess juvenile justice and/or education experience.
 - b. Duties. The chief administrative officer shall be responsible for the management of the JJAEP and shall ensure compliance with all applicable laws related to JJAEPs. The chief administrative officer shall ensure compliance with contractual provisions of all contracts with TJPC related to JJAEPs.
 - 2. Instructional Staff. The juvenile board shall employ adequate instructional staff or contract for the provision of instructional services to provide appropriate educational services to students in attendance in the JJAEP. The instructional staff for the JJAEP shall include, at a minimum, one Texas certified teacher. The JJAEP Juvenile Board shall employ or contract for the employment of the appropriate number of special education teachers as required by federal law.
 - a. Qualifications. Instructional staff shall, at a minimum, hold a four-year degree from an accredited university. A certified teacher shall meet the requirements of

teacher certification set out by State board for Educator Certification. A special education teacher shall meet the requirements of certification as required by the State Board for Educator Certification.

- b. Instructional Staff to Student Ratio, 1 to 18 preferred; 1 to 24 minimum required.
3. Caseworkers. The JJAEP Juvenile Board shall employ or contract for the employment of a minimum of one caseworker on staff. Caseworkers shall be either social workers, probation officers assigned to the JJAEP, counselors or other mental health professionals.
 - a. Qualifications. All caseworkers shall meet the minimum professional requirements and shall be licensed or certified by the appropriate authority in their field.
 - b. Caseworker Staff to Student Ratio. 1 to 25 preferred; 1 to 44 minimum required.
4. Supervision Staff. The JJAEP shall employ or contract for the employment of adequate supervision staff, which may include drill instructors, teacher aides, security personnel, caseworker aides, and volunteers. Supervision staff shall, at a minimum, possess a high school diploma or GED.
5. Operational Staff to Student Ratio (Includes Instructional Staff, Supervisory Staff, On-site Caseworkers, and Facility Administrators as defined above). 1 to 8 preferred; 1 to 12 minimum required.

348.104. Personnel Administration.

- A. Personnel Policies. Written policy shall be made available to each new employee at the time of hiring. The policies shall be reviewed annually and updated if necessary. The policies shall include:
 1. employee grievance procedures;
 2. employee evaluation procedures requiring a written evaluation at least annually; and
 3. job descriptions including duties and responsibilities of each position.
- B. Personnel Records. The chief administrative officer shall ensure that a personnel file is maintained for each employee. The file shall, at a minimum include the application for employment, references, criminal history background check, sex offender registration check, performance evaluations, training records, and applicable personnel actions.

- C. Communicable Disease. Policy may require testing of staff for communicable diseases such as tuberculosis and hepatitis as a condition of employment and periodically thereafter.
- D. Research Programs. The chief administrative officer shall review proposals for research to ensure conformity with departmental policy. Students may voluntarily participate in approved research programs with the written consent of the student's parent, guardian or custodian. Medical, pharmacological, and cosmetic programs shall be forbidden.

348.105. Management Information System.

- A. Data Collection. The juvenile board and the chief administrative officer shall ensure that statistical and programmatic data pertaining to each student admitted to a JJAEP are gathered and documented.
- B. Statistics. At a minimum, the following statistics shall be documented for each student in the program:
 - 1. full name of student;
 - 2. home physical address;
 - 3. home mailing address;
 - 4. home phone number;
 - 5. parent, guardian or custodian name;
 - 6. parent, guardian or custodian address (if different than student)
 - 7. parent, guardian or custodian phone number (if different than student)
 - 8. PID Number (probation identification number);
 - 9. state identification number (SID);
 - 10. social security number;
 - 11. race;
 - 12. sex;
 - 13. citizenship; and
 - 14. date of birth.
- C. Student Educational Data and Other Information. At a minimum, the following information shall be documented and contained in the case file for each student in the program.
 - 1. Current Grade Level.
 - 2. Notice of expulsion.
 - 3. Applicable court orders placing student into JJAEP.
 - 4. Education records (including special education determination and appropriate special educational records, Texas Assessment of Academic Skills summary sheet, home language survey).

5. Admission and exit testing data.
 6. Physical exam (required if JJAEP has a boot-camp component).
 7. Documentation of regular education program review of student as required by Texas Education Code Section 37.011(d).
 8. Date of admission.
 9. Number of attendance days.
 10. Number of absence days.
 11. Date of release.
 12. Emergency notification contracts for the student.
 13. Special medical needs, if any, of the student.
- D. Overall Programmatic Data. At a minimum, the following information shall be documented for the overall JJAEP program:
1. Total student attendance days.
 2. Total student absence days.

348.106. Curriculum

- A. Required Courses. The JJAEP shall, at a minimum, provide the following required courses to all students in attendance at the JJAEP:
1. English Language Arts.
 2. Mathematics.
 3. Social Studies
 4. Science.
 5. High School Equivalency Program (GED).
 6. Self Discipline (may be integrated into the program and may include formal instruction in drug awareness, anger management, and impulse control).
- B. Recommended Courses. The following courses are recommended to be provided to all students in attendance at the JJAEP.
1. Life Skills.
 2. Physical Fitness.
 3. Vocational Training.
 4. Other electives.
- C. Curriculum Development. Programs shall have a strong accelerated component to their instruction for all required area of instruction. At least one certified teacher shall oversee the development and implementation of the curriculum in the JJAEP academic program. The juvenile board or designee shall assure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined under the rules of the State Board of Education under Texas

Education Code Section 28.022(c). The GED must address the elements required to pass the GED test but program components may be integrated into the regular program curriculum.

348.107. Program Requirements.

- A. Special Education. Student with disabilities who are placed in the JJAEP shall be afforded education services determined by a duly constituted Admissions Review and Dismissal Committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws.
- B. English As A Second Language. English as a second language services and instruction shall be provided in the JJAEP and shall be appropriate to address the needs of those students who speak English as a second language or who are non-English speaking.
- C. High School Equivalency Examination (GED). GED scores on each GED test administered shall be certified by the GED examiner.
- D. Counseling. Counseling services provided by caseworkers shall be available to all students enrolled and in attendance at the JJAEP.
- E. Transportation. The transportation plan as developed in the memorandum of understanding required under Texas Education Code Section 37.011(k) shall be implemented.
- F. Meals. Policy and practice shall ensure the provision of a lunch meal for each student in attendance at the JJAEP on each school day. A student shall not be denied a lunch meal as a sanction or disciplinary measure.
- G. Medical. The JJAEP shall have a medical release on file for each student signed by the student's parent, guardian or custodian. Each student shall provide documentation of all immunizations required of public school students. If the JJAEP has a boot-camp or intensive physical fitness component, each student shall have a medical screening prior to admittance into the program performed by a licensed physician. No student shall be admitted to such a program unless the physician certifies in writing that the student has no physical limitations or conditions that would prohibit participation in the JJAEP program.

348.108. Inter-Local Cooperation.

- A. Parent or Guardian.
 - 1. The JJAEP shall notify a student's parent, guardian or custodian of the student's enrollment into and exit from the JJAEP.

2. Periodic progress reports shall be given to the student and the student's parent, guardian or custodian every 120 days or more frequently if required by local policy.

B. School District.

1. The JJAEP shall develop, provide and communicate to the school district a written transition plan that covers the student's entrance into and exit from a JJAEP.
2. The JJAEP shall provide to each enrolled student's home school district the student's attendance records, grades and transition plan as well as any other records upon the student's transition back to the home school.
3. The Administrative Officer shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.
4. All students enrolled in the JJAEP shall take the Texas Assessment of Academic Skills (TAAS) examination and the TAAS shall be administered at the appropriate grade level to the student at the JJAEP. All TAAS scores shall be reported to the student's home school district.

C. Juvenile Probation Departments.

1. The JJAEP and the local juvenile probation department shall cooperate in the coordination of providing needed social services for the juvenile probationers enrolled in the JJAEP. Local probation departments shall, at a minimum, provide information to the JJAEP regarding the probation status of the juvenile, as well as the name of the juvenile's probation officer.
2. The JJAEP shall provide the local probation department with the attendance records of juvenile probationers enrolled in the JJAEP every month.
3. Truancy. The JJAEP shall report truancy to the appropriate enforcement agency.

348.109. Physical Plant.

- A. The facility shall conform to all applicable federal, state, and/or local ordinances and codes.
- B. The population of the facility shall not exceed the rated capacity as determined by the local fire marshal.

- C. The classroom space, fixtures and common areas shall be adequate to meet the programmatic requirements for each student enrolled and in attendance in the JJAEP.

348.110. Security and Control.

- A. Security Plan. The JJAEP shall have a written security plan. It shall address both the security within the school facility, on school property or school sponsored events off school property and during transportation of JJAEP students.
- B. Transportation. Written policies shall govern the use of motor vehicles to transport juveniles enrolled in the JJAEP. Said policies shall address the method of transportation authorized, security and supervision, authorized transport personnel, and emergency procedures.
- C. Emergency Procedures. The JJAEP shall have written policies and emergency plans regarding emergency situations, including but not limited to, fire, bomb threats, hazardous weather conditions, riots, and medical emergencies. Each JJAEP shall have a minimum of two staff members on duty at all times certified in cardio-pulmonary resuscitation (CPR) and first aid.
- D. Emergency Drills. Unless otherwise required more frequently by local fire codes or ordinances, the JJAEP shall conduct fire drills at least twice a year.
- E. Supervision. Students removed from the regular classroom setting and placed in isolation, administrative segregation, time-out, in-school suspension or other disciplinary removals from the regular classroom shall be under continuous visual supervision at all times. A JJAEP may use an unlocked isolation room for disciplinary purposes provided the room is safe and continuous visual supervision is possible. Electronic monitoring equipment shall not be used to substitute for required staff or continuous visual supervision.
- F. Law Violations. Written policy, procedures, and practice shall provide that all alleged violations of penal laws of this state or the United States shall be reported by the JJAEP staff to the proper law enforcement authorities if the conduct that constitutes the alleged violation occurred.
 - 1. In any JJAEP building or facility;
 - 2. On the property where the JJAEP is located;
 - 3. On a motorized vehicle being operated by JJAEP staff that is transporting JJAEP students;

4. At a JJAEP sponsored event either on or off the property where the JJAEP is located; or
 5. Within 300 feet of the property where the JJAEP is located;
- G. Searches. Searches shall be conducted according to written policies limited to certain conditions. All students entering the JJAEP shall, at a minimum, be subjected to a pat-down or a metal detector screening on a daily basis, JJAEP staff shall not conduct strip searches.
- H. Disciplinary Reports. Written policy, procedure, and practices shall require JJAEP staff to prepare a written disciplinary report for each incident occurring in the JJAEP that constitutes a major violation of the student code of conduct or facility rules. The disciplinary report shall be forwarded to the administrative officer within 24 hours or on the next working day.
- I. Use of Force. Use of force is justified by JJAEP staff when reasonably necessary to prevent harm to a student, JJAEP staff member or the person or persons in the JJAEP, or property. Written policy, procedure, and practice shall require the JJAEP to adopt a TJPC approved physical restraint technique. Only those JJAEP staff that are specially trained and certified in a recognized restraint program may participate in the restraint of a student. Mechanical restraints may only be used by a law enforcement officer, certified juvenile probation officer, certified detention officer, or certified correctional officer. In no event are restraint techniques justifiable as punishment, discipline, compliance or intimidation, the use of force shall be fully documented and recorded. Restraint shall be terminated as soon as the youth's behavior indicates that threat of imminent self-injury or injury to others is absent. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the county juvenile board or its designee in writing within 24 hours of the incident.
- J. Abuse or Neglect. Any allegations of abuse or neglect of a JJAEP student shall be documented and reported immediately to law enforcement for investigation as required by Chapter 281, Texas Family Code.

- K. Death and Injuries. An attempted suicide or the death of a student occurring in the JJAEP shall be reported to the county juvenile board or its designee and TJPC in writing within 24 hours. Any incident resulting in bodily injury or serious bodily injury, as defined in the Texas Penal Code, to a student shall be reported to the county juvenile board or its designee in writing within 24 hours of the incident.
- L. Weapons. Only certified peace officers acting in the scope of their authority may possess and carry weapons or chemical agents within the JJAEP.

348.111. Student Code of Conduct.

- A. Adoption. The JJAEP student code of conduct shall be adopted by the juvenile board and shall describe and define in writing the JJAEP behavior management system.
- B. Notice. The JJAEP student code of conduct shall be provided to each student and the student's parent, guardian or custodian upon admittance into the JJAEP. The code of conduct shall be reviewed with each student and the student's parent, guardian or custodian and shall be translated if necessary to ensure understanding of the content by all parties. A signed acknowledgment of receipt of the student code of conduct shall be maintained in each student's file, JJAEP staff shall be provided a copy of the code of conduct.
- C. Discipline and Sanctions. The JJAEP student code of conduct shall detail the sanctions and disciplinary procedures that may be applied to the students for particular behaviors. Disciplinary procedures shall be carried out promptly and all students shall be afforded due process protections. Written rules of conduct shall include, but shall not be limited to the following:
 - 1. Prohibited behaviors and conduct;
 - 2. Disciplinary consequences for prohibited behaviors and conduct;
 - 3. Description of circumstances that will allow removal from the classroom; and
 - 4. Circumstances under which a JJAEP student may be placed into another educational setting.
- D. Prohibited Sanctions. The following sanctions shall be prohibited in the JJAEP and their prohibition shall be clearly noted in the student code of conduct:
 - 1. Corporal punishment, physical abuse, humiliating punishment or hazing;
 - 2. Deprivation of food and water; or

3. One student sanctioning another.

E. Dress Code. The JJAEP student code of conduct may require a reasonable dress code of uniforms for students in attendance.

F. Grievance Procedures. Student grievance procedures shall be set out and explained fully in the student code of conduct. Procedure and practice shall facilitate student complaints of mistreatment or regarding programmatic issues and shall ensure students are protected against retaliation in any form. Grievance procedures shall provide that each child is afforded one level of appeal on all grievance complaints. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian and the juvenile board or its designee.

348.112. Waiver. The juvenile board may make an application to TJPC for a waiver of a standard or standards under this Chapter, excluding statutory and constitutional requirements. The Juvenile board shall submit a plan to adopt said standard or standards by a certain date and include an explanation regarding why immediate compliance is impossible. Waivers may be granted for a period not to exceed two years. Waivers may be granted pursuant to a grant contract with counties that are not required to operate a JJAEP.

Subchapter B. Accountability
37 TAC §§ 348.501-348.504

348.501. Mission of Program. Academically, the mission of the JJAEP shall be to allow students to perform at grade level. The JJAEP shall provide an instructional program that results in a level of student progress that exceeds one year increase in academic performance in the areas of reading and math for one year of instruction.

348.502. Annual Performance Evaluation. A JJAEP's performance indicators shall be based primarily on non-academic and academic performance indicators. In evaluating a JJAEP, TJPC may consider other factors, including but not limited to, the recidivism rate of its students, classroom behaviors measured through a standardized methodology, total course credits earned and total courses passed.

A. Non-Academic Indicator. Average rate of attendance for all JJAEP students shall not be less than 70% of the total number of student attendance days for the school year.

B. Academic Indicator. The JJAEP may select the assessment instruments to be used in assisting student academic grade level upon entrance into the JJAEP and growth in the areas of reading and mathematics while in the JJAEP. The pre-and post-testing instruments shall be valid for measuring performance improvement with respect to grade-level equivalence for an individual student for a period of 90 days or longer. The

testing instruments shall be described and submitted to TJPC in writing for review as part of the annual JJAEP programmatic approval.

1. Pre-Tests. The JJAEP shall assess every student during the admission process. Pretests shall determine the reading and mathematics grade level for every student assigned to a JJAEP. A pre-test shall be administered to every JJAEP student no more than 30 days after the student is enrolled in the JJAEP.
2. Post-Tests. Post-tests shall evaluate the increase in academic performance of the student while in attendance at the JJAEP by measuring the progress toward grade level in the areas of reading and mathematics. A JJAEP is not required to administer a post-test to:
 - a. Those students whose exit reasons are “unsuccessful” or “other” as determined by § 348.102 of this Chapter and the student is unavailable for testing.
 - b. Students who have not attending a JJAEP for at least one semester or 90 cumulative full time instructional days, whichever is shorter.

348.503. Assessment Reliability and Safeguards. Written policy of the JJAEP shall describe the safeguards it will use to maintain the integrity of the assessment process so that all student scores reflect actual student progress.

348.504. Performance Reports. Each year TJPC shall publish statistical and performance data for each mandatory JJAEP. TJPC will send the report to the chairman of the juvenile board that operates a mandatory JJAEP, the chairman of the board of trustees for each school district that participates in a mandatory JJAEP, and the regional education service center having jurisdiction over the area served by the mandatory JJAEP.