



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



MEMORANDUM

(Department's Approval)

TO: Israel "Buddy" Silva, Director
 Hidalgo County Probation Dept.

ATTN: Elena Gaitan via email: elena.gaitan@jpd.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: June 6, 2014

RE: Approval or Disapproval of Specifications for: Bid No.-2014-273-00-00-SMA-HIDALGO COUNTY JUVENILE JUSTICE CENTER

Please review the following CURRENT SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability: _____ YES/ _____ NO/ _____

Other (Specify) _____

Budget Account No.: 4-1100-423-30-370-001-331
4-1900-60-002-331
4-1280-60-005-4371

[Signature] Israel "Buddy" Silva, Jr Probation 6-16-14
 SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, June 11, 2014,**

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

JUDGE MARIO E. RAMIREZ, JR. - JUVENILE JUSTICE CENTER

“LICENSED PROFESSIONAL COUNSELOR(S)”

RFP ACCEPTANCE OPENING DATE: _____, 2014

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



- 1) Sealed proposals will be received for JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER FOR "LICENSED PROFESSIONAL COUNSELOR(S)", 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: 2014-273-00-00-SMA-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center for LICENSED PROFESSIONAL COUNSELOR(S)" 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, July 00, 2014.

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 THE FOLLOWING REFERENCE: RFP No: 2014-273-00-00-SMA-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center for Licensed Professional Counselor(s)";

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, July 00, 2014 at 5:00 p.m. Responses will be sent via email to all applicants by Friday, July 00, 2014. **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–“**LICENSED PROFESSIONAL COUNSELOR(S)**”
 - 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:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Israel “Buddy” Silva
Chief Probation Officer
1001 North Doolittle Road
Edinburg, TX 78540
(P) 956-587-6200 – (F) 956-383-4280

17) SCHEDULE OF EVENTS

Projected Proposal Opening, 9:30 A.M.	<u>July 00, 2014</u>
Project/Anticipated Award Date	<u> ,2014</u>
Commence Work or Deliver Products	<u> ,2014</u>

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 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
JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER
“Licensed Professional Counselor(S)”

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,

Firm: _____

Address: _____

By: _____

Print Name: _____

Title: _____

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

Request for Proposal

“Licensed Professional Counselor(s)”

RFP NO: 2014-273-00-00-SMA

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)” in order to establish a “Pool” of Licensed Professional Counselors” on an “As Needed Basis”. Counseling Services “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Pool for Licensed Professional Counselor(s)”.

Request For Proposals will be accepted until 9:30 A.M., Wednesday, July 00, 2014. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

The submittal envelope must show the RFP number, name and opening date.

The following outlines the Request for Qualifications:

SECTION I
General Terms and Conditions

Deliver Submittal to:

Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL BY NO LATER THAN Wednesday, July 00, 2014, @ 5:00 P.M. to sandra.montalvo@co.hidalgo.tx.us. Responses will be sent to all applicants via email by Friday, July 00, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter’s ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners’ Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the “Pool Term” of the contract will be for an initial period of one (1) year, with County’s option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for any unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT (If Applicable):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed counselor(s) who are experience/qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licensed, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed professional counselor(s) who are qualified, experience and efficient for "Licensed Professional Counselor" and meet the following specifications and/or requirements:

- 1) Have experience in counseling intervention juvenile age population, parents, group, etc.;
- 2) Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
- 3) Experience with providing counseling services with other "Juvenile Probation" entities;
- 4) Knowledge of family techniques;
- 5) Knowledge of juvenile techniques;
- 6) Knowledge of behavior modification and applied behavior modification;
- 7) Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
- 8) Each juvenile, parent, group shall remain in program until successful completion;
- 9) Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
- 10) Must submit copies of their credentials, License(s), qualifications;
- 11) Any/All submitting a response are subject to criminal history and background checks;
- 12) Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;

- 13) To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
- 14) Licensed Counselor(s) may be called to testify in a “Juvenile Court of Law;
- 15) Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
- 16) Services must be provided on an “As Needed Basis”, upon request and approval by “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
- 17) An “Pre-Assessment” and “Final Assessment” study plan shall be submitted with a summary report upon request at any time by the “Chief Probation Officer” and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria refusal or failure to attend or participate in treatment services, failing to abide by the client’s treatment’s plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
- 18) The “Licensed Professional Counselor” must be available to communicate and staff cases with the “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
- 19) Explain how a diagnosis is determined and how recommendations are made;
- 20) Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
- 21) Licensed Professional Counselor(s) with preferred experience including but not limited, to the following:
 - criminal/gang orientation
 - aggressive behavior
 - lack of victim empathy
 - substance abuse
 - educational issues
 - issues with authority
 - lack of pro social values
 - emotional/mental health disorders
 - impulsive-aggressive behaviors
 - low intellectual capacity
 - educational issues
 - chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard state fee proposal per hour, per person, per parent, per group, per family sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”. The department will not be financially responsible for missed appointments.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Pool for Licensed Professional Counselor(s) will be on an “As Needed Basis” per juvenile, parent, group, family group.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III

SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

- A.) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request for Proposals".
- B.) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1) QUALIFICATIONS: (30 Points)

The "Licensed Professional Counselor(s)" should provide information related to its Qualifications. The "Licensed Professional Counselor(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)

The "Licensed Professional Counselor(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Pool of Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the request for proposal. Counselor(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3) COST: (20 Points)

Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirement herein. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Pool for Licensed Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.**

4) EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)

The "Licensed Professional Counselor(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan will be reviewed and considered in order to create a "Pool". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Counseling Services". Accuracy and completeness are essential.

Hidalgo County /Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

EXHIBIT B
EVALUATION CRITERIA
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
REQUEST FOR PROPOSAL
“LICENSE PROFESSIONAL COUNSELOR(S)”
RFP No.: 2014-273-00-00-SMA

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the “Evaluation Criteria”-Exhibit B.

After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”.

1) QUALIFICATIONS:

The “Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The “Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the “Texas State of Board of Examiners of Professional Counselors” and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the “Counseling Services” as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) UNDERSTANDING THE SERVICES/METHODOLOGY:

The Licensed “Counselor(s)” must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the “Licensed Professional Counselor” by the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the “Counselor” currently has an active practice, the “Counselor” must state in detail how services and requirements will be rendered as detailed for the Request For Proposal. Counselor(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3) COST:

Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees. Roster for License Professional Counselor(s) will be on an “As Needed Basis” per juvenile, parent, group, family group.**

4) EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED “SERVICES”:

The “Licensed Professional Counselor(s) should provide as much background information as to it’s experiences in providing similar services to juveniles, parents, etc., in other “Juvenile Probation Counseling Services”.

EXHIBIT B
RFP EVALUATION FORM
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
REQUEST FOR PROPOSAL
"LICENSE PROFESSIONAL COUNSELOR(S)"
RFP No.: 2014-273-00-00-SMA

SELECTION CRITERIA	POINTS	SCORE
1) QUALIFICATIONS: (30 points maximum)		
The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	0-30	
Comments/Rationale For Points:		
2) UNDERSTANDING THE SERVICES/METHODOLOGY (20 points maximum)		
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.	0-20	
Comments/Rationale For Points:		
3) COST (20 points maximum)		
Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested, shall not exceed the statutory state rate fees. Pool/Roster for "License Professional Counselor(s) will be on an "As Needed Basis" per juvenile, parent, group, family group.	0-20	
Comments/Rationale For Points:		
4) EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 points maximum)		
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".	0-30	
Comments/Rationale For Points:		
TOTAL SCORE		

Provider: _____

Evaluator: _____ Date: _____

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by Judge Mario E. Ramirez Jr. Juvenile Justice Center or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2014** and ending _____, **2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539**

If to Company _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, or (b) terminated by County without cause on thirty day's written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

**Hidalgo County acting by and through the:
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**

BY: _____ **DATE:** _____
Hon. Mario E. Ramierz, Jr., 332nd District Court

BY: _____ **DATE:** _____
**Israel "Buddy Silva, Jr.", Director and
Chief Juvenile Probation Officer**

CONTRACTOR:

BY: _____ **DATE:** _____

ATTEST:

Arturo Guajardo, Jr. County Clerk

**APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP**

By: _____
Stephen L. Crain

EXHIBIT "A"
RFP PACKET

DRAFT

EXHIBIT “B” VENDOR’S PROPOSAL

DRAFT

EXHIBIT “C” INSURANCE REQUIREMENTS

DRAFT

Zimbra

evangelina.garcia@co.hidalgo.tx.us

FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

From : Stephen L. Crain <scrain@atlashall.com> Wed, Jul 09, 2014 12:02 PM
Subject : FW: Draft Service Contract for RFP-Licensed Professional Counselor(s) 1 attachment
To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

The agreement is fine.

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Wednesday, July 09, 2014 11:38 AM
To: 'Steve Crain'
Subject: FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Wednesday, July 09, 2014 10:42 AM
To: Marynel Trevino
Cc: Elena Gaitan
Subject: Re: Draft Service Contract for RFP-Licensed Professional Counselor(s)

Marynell:

Here's the revised agreement for Mr. Crain's review as to form, with the inclusion of the "entire agreement clause" as requested by Mr. Crain.....I thank you for your help; I couldn't figure out what Mr. Crain meant and that's because we deal with these contracts on daily basis. OMG.....I'm embarrassed now for asking what he meant....nonetheless, I thank you for your assistance.

Vangie

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, July 9, 2014 9:57:00 AM
Subject: FW: Draft Service Contract for RFP-Licensed Professional Counselor(s)

Good morning Vangie:

As per Mr. Crain, add the entire agreement clause. If you have any questions, please call our office.