



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS SEALED PROPOSAL 13-114

For

Counseling Services & Programs for Juvenile Division

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking Statement of Qualifications for **Counseling Services & Programs for Juvenile Division**. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

One[1] signed original and one [1] signed copy of the statement of qualifications must be received in a sealed envelope plainly marked “**13-114 Counseling Services & Programs for Juvenile Division**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the statement of qualification must sign it in blue ink.

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541 St. Charles, MO 63301 prior to **7/26/2013 at 2:00 PM**.

St. Charles County reserves the right to accept and/or reject any and all proposals.

INQUIRIES

Any questions or clarifications concerning this Request for Qualifications must be submitted in writing via E-mail (preferred), mail or fax to:

Laurie Breneman, Director of Programs and Services
St. Charles County Government
St. Charles County Juvenile Justice Center
1700 South River Road
St. Charles, MO 63303
Fax: (636)949-3017
Laurie.breneman@courts.mo.gov

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid [or Proposal] Inquiries”, concerning this request is prohibited PRIOR TO BID [OR PROPOSAL] OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid [or Proposal] Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
- The electronic version of this proposal/RFQ is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFQ on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- An authorized officer of the company submitting the response must sign all copies, in blue ink.
- Vendors must submit two [2] signed copies of their statement of qualifications; one is to be an original and so marked.
- Prices for services should not be included in submitted responses
- St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed submissions received after the designated time of the receipt of the sealed statements will not be opened.
- The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All firms must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall

retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a proposal solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

REQUEST FOR QUALIFICATIONS

General Requirements:

1. The Provider shall provide all programming sessions in a courteous, nurturing, and professional manner consistent with the Revised Statutes of the State of Missouri, Missouri Supreme Court Rules and Standards, and the Court's policies and procedures.
2. The Provider agrees to indemnify, defend and save harmless the State of Missouri, Department of Public Safety, County of Saint Charles, Eleventh Circuit Court and their respective officials, agents and employees from any/all claims, liability, loss, damages, costs or expenses which any of them may sustain in connection with the performance of this contract.
3. The Provider shall furnish his own secretarial assistance at no cost to the County or Court.
4. The Provider shall commence performance of the service as of the date a contract is written and shall complete performance to the satisfaction of the County and Court no later than one year after its commencement, unless an extension is mutually agreed to by the Provider, County and Court.
5. The Provider shall maintain such records as are deemed necessary by the Court to assure a full and accurate accounting of time and services. These records will be made available for audit purposes to the County, the Court, or any authorized representative and will be retained for three years after the expiration of the contract unless permission to destroy them earlier is granted by the County and Court.
6. The Provider will perform all services at the Juvenile Justice Center, 1700 South River Road, St. Charles, Missouri or such other location as shall be mutually agreed upon by the Provider and Court.
7. The contract may be cancelled by the Provider, the County or the Court without cause upon thirty (30) days notice in writing to the other parties.
8. Follow common protocols and practice in the documentation of each program, including the recording of any behaviors deemed to present a potential danger to the youth.

9. Maintain accurate and up-to-date records regarding the amount and duration of the programs/sessions.
10. Maintain an open level of communication with Court staff, particularly the Director of Programs and Services, the assigned Deputy Juvenile Officer and/or the designated program liaison.

Specific Requirements

Counseling/education services and programs to be provided on a schedule to be determined upon the approval of the Provider to provide a service. Services to include, but not be limited to, the following:

1. **Diversion Services for Status Offenders:***
 - Services provided to youth and his/her family to resolve conflicts that are believed to be a primary cause of negative behaviors defined as status offense conduct. These include truancy, runaway or incorrigible type behaviors. Services include, but are not limited to individual/family counseling and shelter care.
 - This service is anticipated to last three (3) or four (4) sessions with possibly one (1) or more two (2) hour session(s) per week as determined by need over the course of the year.
2. **Education Services for younger youth referred for Status Offense or Law Violation:***
 - This program will be designed to teach youth a variety of skills that will assist them in making appropriate choices and divert them from future negative behaviors.
 - The skills to be taught will include, but not be limited to, problem solving, conflict resolution, and resisting negative peer pressure.
 - This program is to be designed for youth, both male and female, between the ages of ten (10) and fourteen (14) years old.
 - This program is anticipated to last three (3) or four (4) sessions with possibly one (1) or more two (2) hour session(s) per week as determined by need over the course of the year.

3. **Education Services for older and/or more sophisticated youth referred for Status Offense or Law Violation:***

- This program will be designed to assist youth in avoiding subsequent referrals to the Juvenile Justice Center. The program will educate youth regarding the law and how it affects them, as well as elevate participating youth's self-esteem.
- The philosophy of the program shall be based on the belief that if youth are informed in a positive manner on topics relevant to their lives, the youth will be able to better understand the consequences of their actions and make more appropriate decisions going forward.
- The classes shall deal with such issues as the law, the cyber-world, bullying and authority.
- This program is to be designed for youth, both male and female, between the ages of fourteen (14) and sixteen (16) years old.
- This program is anticipated to last four (4) to six (6) sessions, with possibly one (1) or more session(s) per week as determined by need over the course of the year.

4. **Counseling/Skill Building Services for youth referred assault – related offense:***

- This program will be designed to educate youth regarding the skills necessary to handle conflicts and disagreements in a responsible manner and without losing control and/or resorting to violence.
- The youth will learn to resolve disagreements with others while managing their anger.
- This program is to be designed for youth, male and female, between the ages of twelve (12) and sixteen (16).
- This program is anticipated to last eight (8) sessions, with possibly one (1) or more session(s) per week as determined by need over the course of the year.

5. **Drug Education and Counseling Programs:***

There will be two (2) distinct programs; an education program and a counseling/therapeutic program for youth referred for an offense involving drugs or alcohol, or to those found to have drug or alcohol related issues after administration of an assessment by the Deputy Juvenile Officer. Based on the assessment score, the youth will be referred to the program that best serves his/her needs.

Program #1 will be designed for youth that have a lesser need for services for drug or alcohol related issues.

- This program is to be designed for youth, both male and female, up to the age of sixteen (16) years old.
- It is anticipated that this program will have four (4) sessions, with possibly one (1) or more session(s) per week as determined by need over the course of the year

Program #2 will be designed for youth that demonstrate a greater need for services for drug or alcohol related issues.

- This program is to be designed for youth, both male and female, up to the age of sixteen (16) years old.
- It is anticipated that this program will have six (6) sessions, with possibly one (1) or more session(s) per week as determined by need over the course of the year and to include a urine drug screen upon program completion.
- Each program will be designed to include but not be limited to, addictive properties of drugs/alcohol; the genetic influence of addiction; treatment options and drug free lifestyles.

6. Education Service Programs for Status Offense or Law Violation:*

- These programs will be designed as an educational service provided to youth and parent(s) centered on individual topics such as runaway behavior; restorative justice; Aspergers/Autism; and ADD/ADHD.
- These programs will be designed for youth, both male and female, between the ages of eleven (11) and sixteen (16) years old and their parent(s)/legal custodian(s).
- It is anticipated that these programs will consist of one (1) session per topic, which will be scheduled on a weekly/monthly/quarterly basis as determined by need over the course of the year.

7. Gender Specific Program for female youth referred for Status Offense or Law

Violation:*

- This program will be an early intervention designed to be specific to the unique challenges of female youth. The focus will be on positive female development and to nurture the strengths of females while recognizing the dangers and risks specific to gender.
- This program is to be designed for female youth, ages twelve (12) to sixteen (16) years of age.
- It is anticipated that this program will have four (4) to (6) sessions, with possibly one (1) or more session(s) per week as determined by need over the course of the year.

8. Services and programs to be developed by responding provider which are not included in the above listed general requirements but would provide the court with additional programming and/or treatment services as determined by identified needs. These services would be strength-based, providing positive outcomes for the youth and families served by the Court:*

- It is anticipated that this program will have one (1) or more session(s) per week as determined by need over the course of the year.

*** NOTE that the Court makes no representation regarding the volume of activity that is to be expected with respect to the SOQ or any resulting contract.**

GENERAL NOTE:

St. Charles County is rich with private resources that serve children, adolescents and families. Many programs offer services on a sliding fee scale or based on ability to pay. Court personnel are familiar with most resources and are available to assist families in identifying issues/concerns and potential service providers.

Method of payment

The Provider will be paid monthly based upon the fee schedule as agreed upon by the Court and Provider for all services rendered to the Court and documented by a monthly invoice to the Court providing the following:

1. Provider's name

2. The type and number of services rendered

3. The time utilized

Security:

The Provider shall be subject to all security regulations and procedures of the Juvenile Justice Center to insure the safety and security of the center and personnel.

Specific Information regarding a youth’s involvement with the Court, including intervention and treatment services being provided to the youth, is confidential and the Provider shall honor all policies and procedures for safeguarding it. This information is considered the property of the Court and not the service/program provider.

The Provider must provide the names, DOB, and SSN of all contracted employees who will be in the Court on a regular or sporadic basis. Criminal record checks and child abuse/neglect screens will be completed and the Court reserves the right to deny anyone access to the Juvenile Justice Center.

Research:

No research projects involving the youth participating in the programs will be permitted without written consent of the Administrative Judge of the Family Court.

Negotiation:

The County reserves the right to negotiate services and prices with the Provider subsequent to the submission of proposals.

The County reserves the right not to accept any of the proposals submitted in the event the priorities of the Family Court change, the list of qualifications do not meet the specifications of this SOQ, or funding is not available.

Independent Provider:

The successful Provider shall act as an independent service provider insofar as the performance of duties in this SOQ.

Contracts:

Provider shall provide the names and contact number of any current or past contracts awarded for programs/services, including any which were terminated for any reason.

Selection Process

The appropriate Provider(s) will be approved through a qualification based selection process. All prospective Providers must submit an SOQ that addresses the evaluation criteria listed below. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria. Information included within the SOQ may be used to evaluate the Provider as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

1. Cover Letter (1 page) containing at a minimum:
 - Provider's name, address, contact name & contact Information (e.g. Fax number or email address)
2. Indicate which one (or more) of the eight specific areas in which the Provider has an appropriate program and provide specific information regarding the program, including the following:
 - Type of program (i.e. classroom, lecture, interactive learning)
 - Overall Curriculum, including the main topics and objectives of each individual program session or class.

NOTE: The overall curriculum, as well as the individual topics and objectives, will be reviewed and approved by the Court prior to their presentation to the youth.

- Length of each program session
 - Location of each program session
3. List the Provider's Qualifications to provide the appropriate service, including the following:

- General Information
- Description of Agency
- Legal company organization, including an organization chart with positions and names
- List of applicable Missouri licenses or certifications
- Relevant Experience
- Number of years providing the service
- Overall reputation in the community
- Service capabilities and quality as it relates to requested services
- List and briefly describe comparable services provided by you and/or your agency or any programs currently in progress; including the following:
 - The Provider's role, and discuss contract amendment history, if applicable; and
 - For each project, identify the entity receiving the services, the entity's location, contact name and title, address, current/accurate telephone number, fax number, and email address (if available).

4. A minimum of three professional references (who have knowledge of the Provider's qualifications and performance) from other government entities or agencies receiving similar services.

NOTE If possible, references should be from the proposed projects listed above.

5. List and describe any litigation; arbitration; claims filed by the Provider against any project owner as a result of a contract dispute; any claim filed against Provider; and any termination from a project.
6. Provider's capacity and intent to proceed without delay if selected for this work.
7. Describe each member of the Provider's team, including the following:
- His/her position within the agency;

- Provide resumes' of each proposed team member;
- List professional continuing education, including any certifications or licenses;
- Briefly describe each team member's role;
- Provide information regarding any potential sub-contractors, including experiences working together on similar service or projects; and

NOTE: Provider will conduct appropriate background screenings, consisting of an Adult Arrest Record Check and a Child Abuse/Neglect screening with the Missouri Children's Division, and provide a copy to the Court.

- Current workload and ability to proceed promptly.
8. Willingness to abide by the County standard form Agreements with few or no objections or changes.
 9. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.
 10. List any relevant factors impacting the quality and value of work.
 11. List the price for the service(s). Price information shall be submitted as follows at an hourly and/or session rate:
 - Cost for individual counseling/education program/service: _____
 - Cost for individual program or session: _____

Evaluation Criteria:

The Provider who is deemed appropriate to provide services to the youth referred to the Court will be approved based on the following criteria:

1. Experience of the individual service provider or agency with providing the specific program that addresses the targeted negative behaviors or issues having a negative impact on the youth

2. History of collaboration with the Court
3. Qualifications of the Providers
4. Price of Services on a monthly, weekly and per session basis.

NOTE that the price of services provided is not the most important basis for determining whether a provider is appropriate.

Selection Process and Schedule

The Court will evaluate each SOQ according to the above criteria, as well as past performance evaluations. Those firms selected will be provided additional instruction by the County. Those firms not selected for further consideration will be notified.

The Court will enter into negotiations with the selected Providers and execute a contract upon completion of negotiations for County Executive approval. If the County is unsuccessful in negotiating a contract with a selected Provider, it may then negotiate with other Providers until a contract is executed, or may decide to terminate the selection process.

Questions/ On-Site Visit:

Any Provider wanting more information regarding the services and programs of the Court or wanting to visit the Court may contact Laurie Breneman, Director of Programs and Services, at (636) 949-3040, extension 4576. Information concerning the types of referrals (law violations) handled by the Court is available upon request.

Exception Sheet

If the item(s) and/or services proposed in the response to this proposal is in any way different from that contained in this proposal or proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all proposal terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The proposer/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____(Position/Title) first being duly sworn on my oath, affirm
_____(Business Entity Name) is enrolled
and will continue to participate in the E-Verify federal work authorization program with respect to
employees hired after enrollment in the program who are proposed to work in connection with the
services related to contract(s) with the County for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____(Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services provided to
the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands
that false statements made in this filing are subject to the penalties provided under section 575.040,
RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date