



Texas Department of Criminal Justice

Bryan Collier
Executive Director

September 1, 2022

NOTICE

ATTN: Laboratory Testing and Expert Witness Testimony Services Providers
CLASS/ITEM: 961-40, 961-48, 961-50, 962-22, 992-26 & 992-31

Solicitation No: 696-IG-22-P033

The Texas Department of Criminal Justice (TDCJ) hereby provides notice of a Request for Proposal (RFP) for all interested and qualified Contractors of Laboratory Testing and Expert Witness Testimony Service Providers.

The TDCJ requires a Contractor(s) to provide all necessary personnel, equipment, materials, supplies and Services, and otherwise do all things necessary for, or incidental to, providing Forensic Analysis of Physical Evidence for the identification of urine and feces stains and Expert Witness Testimony.

The deadline for receipt of proposals is 3:00 P.M. Central Daylight Time (CDT) on Friday, September 23, 2022. Late proposals, faxed, and emailed proposals will not be accepted. Proposals that do not meet specifications or certifications shall be disqualified. Documents that do not have signatures, are incomplete or are not legible shall be disqualified.

Questions concerning the solicitation requirements must be submitted in writing before 3:00 P.M. Central Daylight Time (CDT), Thursday, September 1, 2022. Questions may be faxed or emailed to my attention.

Offerors who download the RFP must submit their name, address, fax number, and email address to me to ensure they receive amendments. Amendments to this solicitation will be posted on the Electronic State Business Daily. The TDJ will not be responsible for any bidder's failure to receive amendments or changes if they bidder has not submitted their name, address, fax number, and email address. This information may be submitted via fax or email.

Interested bidders are required to submit a HUB Subcontracting Plan in accordance with Section H and J of this solicitation, which outlines subcontractor requirements and procedures. Failure to submit a HUB Subcontracting Plan with appropriate forms will subject your offer to be rejected without further consideration.

Thank you for your interest in conducting business with the Texas Department of Criminal Justice. Should you have any questions, please do not hesitate to contact me at (936) 437-7130, via email at lynne.piippo@tdcj.texas.gov, or via fax at (325) 223-0310.

Sincerely,

Lynne Piippo

Lynne Piippo, CTCD, CTCM
Contracts and Procurement
2 Financial Plaza, Suite 525
Huntsville, Texas 77340

Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.

P.O. Box 99
Huntsville, Texas 77342-0099
(936) 437-7015
www.tdcj.texas.gov

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO. 696-IG-22-P033	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED September 1, 2022
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SOLICITATION

5. Sealed offers will be received by the Department until 3:00 p.m. Central Daylight Time (CDT) on October 3, 2022 , and submitted to: Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 Attention: 696-IG-22-P033	6. FOR INFORMATION CONTACT: Contract Specialists: Lynne Piippo, CTCD, CTCM Janice Wooley, CTCD, CTCM PHONE: (936) 437-7130 or (936) 437-7007 FAX: (325) 223-0310 EMAIL: lynne.piippo@tdcj.texas.gov janice.wooley@tdcj.texas.gov
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OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
9. NAME AND ADDRESS OF OFFEROR:→			10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (<i>Type or Print</i>)	
11. TELEPHONE NO. (<i>Include area code</i>)	12. SIGNATURE		13. OFFER DATE	

TO BE COMPLETED AT TIME OF AWARD

Document Type: 9

Statutory Cite: Texas Government Code, Section 493.019; and Texas Code of Criminal Procedure, Articles 38.35 and 104.003

This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award; and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with the Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The total amount for the Base Period (November 30, 2022 – August 31, 2023) shall not exceed \$_____.

Contractor

Texas Department of Criminal Justice

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Ron Steffa
 Title: Chief Financial Officer
 Date: _____

SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION

September 1, 2022		Post to ESBD
September 9, 2022	3:00 p.m.	Last Day to Submit Written Questions for Clarification to the Department
September 20, 2022	5:00 p.m.	Responses to Offerors Questions
October 3, 2022	3:00 p.m.	Deadline for Receipt of Proposals in Huntsville Late Offers will not be accepted.
November 30, 2022		Service Commencement Date

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SECTION A - CONTRACT DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

Authorized Representative means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

Biennium means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

Contract Specialist means the Department employee responsible for non-technical administration of this Contract, and shall have the meaning as set forth in Section G.2.2.

Contract Term means the duration of this Contract as specified in Section F.1.

Contractor means the individual, partnership or corporation who performs Services under this Contract.

Crime Laboratory means a public or private laboratory or other entity that conducts a Forensic Analysis.

Day(s) means calendar Days, unless otherwise specified.

Department means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

Department Policy/Policies means all written policies, procedures, standards, guidelines, directives, and manuals of the Texas Board of Criminal Justice (TBCJ) and the Department applicable to providing the Services specified under this Contract.

Deputy Inspector General means the Department employee responsible for the technical details within the scope of this Contract, and shall have the meaning as set forth in Section G.2.3.

Event of Default means any of the events or circumstances described in Section I.3.

Fiscal Year means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

Forensic Analysis means a medical, chemical, toxicologic, ballistic, serological, or other expert examination or test performed on Physical Evidence, including DNA evidence, for the purpose of determining the connection of the evidence to a criminal action. The term includes an examination or test requested by a law enforcement agency, prosecutor, criminal suspect or defendant, or court.

Forensic Analyst means a person who on behalf of a Crime Laboratory accredited under Texas Code of Criminal Procedure, Article 38.01, Section 4-a, technically reviews or performs a Forensic Analysis or draws conclusions from or interprets a Forensic Analysis for a court or Crime Laboratory.

FSC means the Texas Forensic Science Commission.

Inmate means a person confined to an institution such as a prison.

Material Failure means the failure of a party to fulfill one or more obligations essential to achieving the purpose of this Contract.

Non-Appropriation means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

Offeror means an individual or entity that submits an offer. The term includes anyone acting on behalf of the individual or entity that submits an offer, such as an agent, employee, and representative.

Payment(s) means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

PD means the Texas Department of Criminal Justice's (TDCJ's) Personnel Directives.

Physical Evidence means any tangible object, thing, or substance relating to a criminal action.

Program Director means the person designated by the Contractor responsible for delivering Services; and shall have the meaning as set forth in Section G.2.4.

Service Commencement Date means the date on which the Contractor shall begin providing Services pursuant to this Contract. For the purpose of this Contract, that date is November 30, 2022.

Service(s) means delivery by the Contractor of requirements in accordance with the terms and conditions of this Contract.

TBCJ means the Texas Board of Criminal Justice.

TDCJ-OIG means the Texas Department of Criminal Justice-Office of the Inspector General.

Travel Expense(s) means a meal, lodging, transportation, or incidental expense(s) as defined by Texas Government Code, Section 660.002.

Working Day(s) means Monday through Friday, unless a nationally recognized holiday.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies, and Services, and otherwise do all things necessary for, or incidental to, providing Forensic Analysis of Physical Evidence for the identification of urine and feces stains, and expert witness testimony.

B.1.2 Pricing Instructions

- A. The Department anticipates award of a fixed price Contract for these Services.
- B. Section B.2, Pricing Schedule, shall be completed.
- C. In its pricing proposal, the Offeror shall include all costs (such as direct, indirect, profit, etc.) of providing the Services required in Section C. The Offeror shall present a detailed budget and budget narrative as to how costs were derived for providing requested services.

B.2 PRICING SCHEDULE**Base Period (10/01/22 – 08/31/23)****Pricing**

Forensic Analysis for the identification of urine stains	\$_____ /per test
Forensic Analysis for the identification of feces stains	\$_____ /per test
Expert witness testimony	\$_____ /per court appearance

Option Period One (09/01/23 – 08/31/24)**Pricing**

Forensic Analysis for the identification of urine stains	\$_____ /per test
Forensic Analysis for the identification of feces stains	\$_____ /per test
Expert witness testimony	\$_____ /per court appearance

Option Period Two (09/01/24 – 08/31/25)**Pricing**

Forensic Analysis for the identification of urine stains	\$_____ /per test
Forensic Analysis for the identification of feces stains	\$_____ /per test
Expert witness testimony	\$_____ /per court appearance

Option Period Three (09/01/25 – 08/31/26)**Pricing**

Forensic Analysis for the identification of urine stains	\$_____ /per test
Forensic Analysis for the identification of feces stains	\$_____ /per test
Expert witness testimony	\$_____ /per court appearance

B.3 ALLOWABLE COSTS

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

B.4 NON-ALLOWABLE COSTS

The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy or procedure. Types of non-allowable costs may include, but are not limited to: alcoholic beverages; bad debts; fundraising; political lobbying; and tobacco products.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

The Department requires a Contractor to provide Services for the Forensic Analysis of Physical Evidence for the identification of urine stains, the identification of feces stains, and expert witness testimony in accordance with Texas Code of Criminal Procedure, Article 38.35, Forensic Analysis of Evidence; Admissibility, for Inmates identified by the Department.

The Texas Department of Criminal Justice-Office of the Inspector General (TDCJ-OIG) is the primary investigative and law enforcement entity for the TDCJ. The TDCJ-OIG investigators are assigned to prison units and regions throughout the State and are certified peace officers, as authorized by Texas Code of Criminal Procedure, Article 2.12, and licensed by the Texas Commission on Law Enforcement (TCOLE).

The Investigations Department of the TDCJ-OIG investigates violations of state and federal law committed by Inmates, employees, contract staff, visitors, and free-world individuals who involve themselves in subversive criminal activities that have the potential to breach the security of TDCJ facilities.

C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES AND LAWS

The Contractor shall provide the Services to the Department that are in compliance with applicable local, state, and federal laws, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

C.3 GENERAL DUTIES AND OBLIGATIONS

- A. The Contractor shall provide Forensic Analysis of Physical Evidence for the identification of urine stains and the identification of feces stains at the prices referenced in Section B.2, Pricing Schedule.
- B. The Contractor shall provide all the necessary Crime Laboratory submission forms to the TDCJ-OIG.
- C. The Contractor will notify the Department of test results within five (5) Working Days from the date tests are completed.
- D. The Contractor will perform these laboratory testing Services in accordance with the ISO/IEC 17025 Standard and Supplemental Requirements of the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC).
- E. The Contractor agrees to testify in criminal court during the contracted term on behalf of the Department as an expert witness concerning any test provided during the Contract Term.
- F. The Contractor will electronically transmit or mail test results to the Department. If the Department requires results sent in another manner other than the methods described above, the Department agrees to pay any additional charges associated with resending these results.

C.4 TRAVEL

- A. If expert witness testimony is required, the Department will reimburse the Contractor for all eligible Travel Expenses at the current rates established by the Texas Comptroller of Public Accounts Textravel website. Travel Expenses are reimbursable only for the purpose of expert

witness testimony. Travel Expenses incurred for personal reasons, i.e., vehicle trouble on a personal vehicle, becoming ill, etc., are not payable or reimbursable.

- B. The Contractor will be responsible for the initial payment of Travel Expenses. The Contractor must obtain original receipts for such Travel Expenses in order to be reimbursed for these expenses.
- C. Whether booking through the Hotel Engine platform or directly with the hotel, the Contractor shall obtain an itemized receipt or folio from the hotel showing a zero balance at the time of checkout and include it with the travel reimbursement request.
- D. Reimbursement for travel, if any, will be based on the mileage to and from the specified destination and shall be in accordance with the current rates established by the Texas Comptroller of Public Accounts Textravel website.
- E. Travel reimbursement shall be based on the Texas Comptroller of Public Accounts Textravel website at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>, and will be allowed for the following expenses:
 - 1. the actual cost of lodging based on the city or county in which the lodging is located;
 - 2. the actual cost of meals based on the city or county in which the destination is located; and
 - 3. the actual mileage to and from the specified destination(s), based on the Department approved map for mileage calculations.
- F. In the event that travel via airplane is required, the Contractor may be reimbursed for the actual cost of the airfare and rental car to and from the airport. The Contractor is required to obtain the lowest airfare on the given date of travel and rental cars are to be economy or subcompact vehicles. The Contractor will not receive reimbursement for first class airfares or the rental of luxury vehicles. In the event that the rental car base rate does not include insurance, the Department will reimburse the Contractor for the Loss/Damage Waiver (LDW) coverage, but will not reimburse for liability or other coverage.

C.5 ACCREDITATION AND LICENSURE

- A. The Contractor shall have and maintain current Crime Laboratory accreditation and Forensic Analyst licensure for the duration of the Contract Term. In the event Department rules conflict with the Texas Forensic Science Commission (FSC) rules, the FSC rules will prevail.
- B. The Contractor shall provide the Department with updated accreditation certificates and license(s) immediately upon receipt.
- C. The Contractor shall be accredited by either the ANSI-ASQ National Accreditation Board (ANAB) or the American Association for Laboratory Accreditation (A2LA) in the field of forensic testing.
- D. The scope of accreditation must include the discipline/category of biology with applicable subcategories to perform the requested Services herein, to include:
 - 1. serology (body fluid identification); and
 - 2. nuclear DNA testing.

C.6 TRAINING

- A. The Contractor shall comply with the FSC licensure for training requirements.
- B. The Contractor shall provide, at its own expense, training to program staff meeting the minimum requirements of their licensing/certification agency or association.
- C. All training hours an employee receives shall be documented in the employee's personnel file and/or personnel training records, to include course topic, number of hours, and date completed. Training documentation shall include an authorized signature validating such training. The Contractor shall maintain accurate, complete, current, and orderly training records on location on each employee.

SECTION D - RESERVED FOR FUTURE USE

SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF SERVICES**

- A. The Department and other government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the program, including financial records, employee records (including time and attendance records), and Defendant/Inmate records generated by the Contractor and its subcontractors in connection with the performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract, and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.3 of this Contract.
 - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing the specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the Department approved extension.
 - 2. If any of the Services are non-compliant with the Contract requirements, as identified by a government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

E.2 INSPECTION OF FACILITY

The Contractor shall provide entry at all times by the TBCJ and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department, including the Office of the Inspector General, shall be admitted into the Facility at any time. An escort is not required.

E.3 MONITORING CRITERIA

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, all court orders, and Department Policies, to include periodic monitoring of Contractor's performance.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.

- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Deputy Inspector General and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

E.4 AUDITS BY OTHER AGENCIES

- A. Upon receipt of audits or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days.
- B. The Contractor shall provide to the Department copies of responses to audits and/or monitoring reports within seven (7) Days of issuance. Audits or monitoring reports may include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees, agents, and volunteer workers).
- C. The Contractor must retain all original audits and monitoring reports that are conducted by other agencies. These records shall be maintained in accordance with TDCJ's Records Retention Schedule. If those records are still in their retention period at the termination of the Contract, all originals shall be physically transferred to TDCJ-OIG. The schedule can be found at: http://itd.tdcj.texas.gov/TDCJ_Intranet/docs/Records_Retention_Schedule.pdf.

E.5 FRAUD, WASTE OR ABUSE

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance, in the obligation, expenditure, receipt or use of State funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at <https://sao.texas.gov>. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 PERIOD OF PERFORMANCE**

The Contract will consist of a Base Period of nine (9) months (November 30, 2022 through August 31, 2023). The Contract may be extended per Section I.13, Option to Extend the Term of the Contract, for three (3) one (1) year renewal Option Periods (September 1, 2023 through August 31, 2024; September 1, 2024 through August 31, 2025; and September 1, 2025 through August 31, 2026).

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, DEPUTY INSPECTOR GENERAL AND PROGRAM DIRECTOR**G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President, shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-OIG Director has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the program and compliance with this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Specialist

- A. The Contract Specialists for administration of this Contract are Lynne Piippo and Janice Wooley.
- B. The telephone numbers for the Contract Specialists are (936) 437-7130 or (936) 437-7007.
- C. The fax number for the Contract Specialists is (325) 223-0310.
- D. The email addresses for the Contract Specialists are lynne.piippo@tdcj.texas.gov and janice.wooley@tdcj.texas.gov.
- E. The Contract Specialists are responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract. All

requests by the Contractor to modify the Contract shall be made in writing to the TDCJ-OIG and a copy submitted to the Contract Specialists.

G.2.3 Deputy Inspector General

- A. The Deputy Inspector General is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Deputy Inspector General does not have the authority to alter the Contractor's obligations or to change the Contract specifications, cost(s), terms; or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director or designee of the Department.

G.2.4 Program Director

The Contractor shall provide a Program Director for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Program Director shall have full authority to act for the Contractor in the performance of the required Services. The Program Director, or a designated representative, shall meet with the Deputy Inspector General to discuss problems as they occur.

G.3 INVOICE REQUIREMENTS

- A. The Contractor shall invoice the Department for each calendar month, one (1) calendar month in arrears, for the amount due for Services, and the Department shall pay such Monthly Invoice within thirty (30) Days of receipt of an accurate Monthly Invoice and supporting documentation. The Contractor may offer a prompt payment discount, for example, one percent (1%), fifteen (15) Days (refer to Page 1, Block 7 of the Solicitation, Offer and Award form) if the Contractor desires expedited Payment(s). Prompt payment discounts and payment terms must be stated on each Monthly Invoice.
- B. The Contractor's invoice shall include the following information:
 - 1. Name of business, remittance address, and invoice date;
 - 2. Contract number;
 - 3. OIG incident number;
 - 4. The Contractor's laboratory tracking number;
 - 5. Descriptions, price, and quantity of Services rendered; and
 - 6. Prompt payment discount.
- C. Invoices shall be submitted to the office designated below via U.S. Postal Service or by email:

TDCJ – Office of the Inspector General
Attention: Matt Slott
1012 Veterans Memorial Parkway
Huntsville, Texas 77320
Phone: (936) 437-5194
Email: matt.slott@tdcj.texas.gov

- D. The Contractor shall have thirty (30) Days from receipt of Payment to submit a request for consideration to review any discrepancies or inaccuracies.

G.4 PAYMENTS

- A. The Department agrees to pay for laboratory testing Services requested in accordance with Section B.2, Pricing Schedule.
- B. The Department will pay an expert testimony fee as outlined in Section B.2, Pricing Schedule.
- C. The Department will reimburse the Contractor for its costs associated with the shipping and handling of items for testing that are to be returned (e.g. clothing).
- D. The Department will remit Payment for all testing requested from the Contractor as provided under Sections G.3 and G.4.
- E. Regardless as to whether direct deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice
 Attention: Accounts Payable
 P.O. Box 4018
 Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website:
https://www.tdcj.texas.gov/divisions/bfd/acct_accts_pay.html.

In the event the Contractor elects to decline direct deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

G.4.1 Payment Adjustment

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.3, or any money determined to be due as specified under Section E.1.C.
- B. If it is determined the amount of the Monthly Contractor Payment is not adequate to cover the money due to the Department, then all of the Monthly Contractor Payments shall be withheld and an invoice issued to the Contractor for the amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt, unless the Contractor and the Department mutually agree on an alternative Payment method.

G.4.2 Late Payment

Any amount owed to the Contractor more than one (1) Day beyond the date such amount is due as described in Section G.3 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

G.4.3 Withholding of Payment

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected:
 - 1. Failure to respond to audit reports as set forth in Section E.I.C; and
 - 2. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. Monthly Contractor Payments withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive days.
- D. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from the date of Contract termination.

G.4.5 Right to Offset

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both, a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury:
 - a. By accident, \$500,000.00 per each accident; and
 - b. By disease, \$500,000.00 per employee with a per policy aggregate of \$500,000.00.
 2. **Commercial General Liability Insurance** including, but not limited to, combined Bodily Injury & Property Damage \$2,000,000.00 general aggregate and \$1,000,000.00 per occurrence; Products/Completed Operations limit of \$2,000,000.00 per aggregate; Personal/Advertising Liability limits of \$1,000,000.00 per occurrence; Fire Damage limit of \$50,000.00 per occurrence; and Medical Expense limit of \$5,000.00 per person.
 - a. Civil Rights Liability must be provided with the same liability limits. It may be included with the General Liability policy or written on a separate policy.
 - b. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
 3. **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate.
 4. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000.00 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.
 5. **Cybersecurity Insurance** to cover liability incurred by data security breaches, theft, dissemination, and/or use of personal or confidential information, with a limit of \$100,000.00.

NOTE: If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees, and elected representatives for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance with regard to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of the responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
- I. The Contractor is responsible for the first (1st) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- J. The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- K. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.

- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an Authorized Department Representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide Services for this Contract shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
 - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
 - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
 - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
 - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.
 - 5. The subcontract shall contain the required Authority to Audit Clause referenced in Attachment A, paragraph 39, and the required Non-Discrimination Clause referenced in Section I.10.

H.2.1 Insurance

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

H.2.2 Historically Underutilized Business (HUB)

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181, 2161.252(b), and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285.

Pursuant to the Texas Statewide Procurement Division HUB Rules, Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. An HSP is required to be submitted even if the Contractor will not be subcontracting any of the Services. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included in Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, the Department's name, the name of the Contract Specialist, this Contract's assigned Contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist not later than ten (10) Working Days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth [5th] of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2. A Prime Contractor Progress Assessment Report is required to be submitted even if the Contractor will not be subcontracting.

H.3 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Inmates and former Inmates known as "criminal history information." Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of all applicable federal and state laws including Texas Government Code, Section 411.083; and the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall

not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.4 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive." The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.5 BOOKS AND RECORDS

The Contractor must retain all financial records, including supporting documents, statistical records, and any other records or books, relating to the Contractor's performance under this Contract. These records must be maintained in accordance with the TDCJ Records Retention Schedule (Section E.4.C). The Contractor will grant access to all books, records, and documents pertinent to the Contract to the TDCJ, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

H.6 ORGANIZATIONAL AND NAME CHANGE

The Contractor shall submit written notification to the Department within thirty (30) Days of any changes in the Contractor's name, address, telephone number, fax number and/or email address with an effective date of such change. For changes in the Contractor's name, a letter is required on original Contractor letterhead, explaining the circumstances of the name change and the new name. The letter should be signed by the Authorized Representative, its President or any Vice President, showing the change and the effective date of the change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

H.7 FREE EXERCISE OF RELIGION

The Contractor is prohibited from substantially burdening an employee's or Inmate's free exercise of religion.

H.8 DELAY OF SERVICES

The Contractor shall meet its obligations to commence Services within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide

written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

SECTION I - CONTRACT CLAUSES**I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. The Contract is subject to termination or cancellation, without penalty to the Department, either in whole or in part, subject to the availability of State funds.
- B. The Department's obligation for performance of this Contract is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. Refer to Section I.3.4, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

I.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product(s) or Service(s) provided are endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

I.3 DEFAULT AND TERMINATION**I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with Department Policy, any court order, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. A Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
 - 1. Its inability to pay its debts;
 - 2. Any general assignment for the benefit of creditors;
 - 3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
 - 4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or

5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.3.2 Further Opportunity to Cure

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

I.3.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.3; or
- D. Exercising a Termination for Default.
 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.

2. The Department will have no further obligations to the Contractor after such termination.
3. The Department may also acquire, in the manner the Department considers appropriate, Services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those Services.

I.3.4 Termination for Unavailability of Funds

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

I.3.5 Non-Appropriation Effect and Remedy

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

I.3.6 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract, with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

I.3.7 Termination by Mutual Agreement

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

I.3.8 Termination Procedures

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - a. Place no further subcontracts or orders in support of this Contract;
 - b. Terminate all subcontracts; and
 - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department, Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

I.3.9 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department if not cured by the Department within twenty (20) Days after receiving written notice thereof:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor.

I.3.10 Remedy of the Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Attachment A, paragraph 23.

I.4 NO WAIVER OF RIGHTS

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.5 TAXES/WORKER'S COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY

- A. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE CONTRACTOR'S EMPLOYMENT TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. THE CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE DEPARTMENT AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR

OTHERS FOR THE PAYMENT OF TAXES, OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

I.6 NO WAIVER OF DEFENSES

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.7 INDEPENDENT CONTRACTOR

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

I.8 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.9 APPROVAL OF CONTRACT

- A. This Contract is subject to written approval of the Executive Director of the Department and shall not be binding until so approved.
- B. For Contracts valued over \$1,000,000.00 in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

I.10 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of AIDS/HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

I.11 CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.12 CONTRACT CHANGES

- A. Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.13 and I.14; administrative changes, such as changing the Contract Specialist designation or correcting typographical errors; or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification.

I.13 OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days prior to the expiration of the Contract, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.
- D. The Department may exercise its option to extend Services three times for a total of three (3) one (1) year renewal Option Periods for a potential Contract duration of four (4) years.

I.14 OPTION TO EXTEND SERVICES

- A. In order to address the immediate operational or service delivery needs, the Department may require continued performance beyond the Contract Term or any Option Period(s) exercised pursuant to Section I.13 of any Services specified in this Contract.
- B. The Department may exercise an extension of Services under this Section for a maximum of one (1) year.
- C. Any extension made pursuant to this Section shall comply with General Appropriations Act, Senate Bill 1, 87th R.S. at Article IX, Section 17.09(e).

I.15 SEVERABILITY

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.16 IMMIGRATION

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and all subsequent immigration laws and amendments.

I.17 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Attachment A, paragraph 23.

I.18 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.19 INTELLECTUAL PROPERTY INDEMNIFICATION

- A. THE CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT AGAINST ANY ACTION OR CLAIM BROUGHT AGAINST THE STATE OF TEXAS AND/OR THE DEPARTMENT THAT IS BASED ON A CLAIM THAT SOFTWARE INFRINGES ANY PATENT RIGHTS, COPYRIGHT RIGHTS OR INCORPORATED MISAPPROPRIATED TRADE SECRETS. THE CONTRACTOR WILL PAY ANY DAMAGES ATTRIBUTABLE TO SUCH CLAIM THAT ARE AWARDED AGAINST THE STATE OF TEXAS AND/OR THE DEPARTMENT IN A JUDGEMENT OR SETTLEMENT.**
- B. IF THE DEPARTMENT'S USE OF THE SOFTWARE BECOMES SUBJECT TO A CLAIM, OR IS LIKELY TO BECOME SUBJECT TO A CLAIM, IN THE SOLE OPINION OF THE DEPARTMENT, THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE (1) PROCURE FOR THE DEPARTMENT THE RIGHT TO CONTINUE USING SUCH SOFTWARE UNDER THE TERMS OF THIS CONTRACT; OR (2) REPLACE OR MODIFY THE SOFTWARE SO THAT IT IS NON-INFRINGEMENT.**

I.20 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Accessibility Requirements Tool (ART)" (<https://app.buyaccessible.gov>). Contractors not listed with the "ART" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "ART" or obtaining a copy of the VPAT is located at <https://www.section508.gov/>.

I.21 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

I.22 FORCE MAJEURE

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) Working Days of the existence of such force majeure, or otherwise waive this right as a defense.

I.23 NOTICES

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract by U.S. mail or email.

Notices to the Department shall be sent to the Department's Contract Specialist as defined in Section G.2.2.

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

I.24 SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	PAGES
J.1	Attachment A, TDCJ Required Contract Clauses	7
J.2	HUB Subcontracting Plan (HSP)	14
J.3	Compliance Standards and Remedies	1

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Required Contract Clauses

In this document, the terms Contractor and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation).

Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any Contract resulting from this Solicitation.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. **Terms and Conditions Attached to Response.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
2. **Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to the TDCJ are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. **Public Information Act.** Respondent understands that the TDCJ will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation, or any resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Responsibilities.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. **Assignment.** Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TDCJ. Any attempted assignment in violation of this provision is void and without effect.
6. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, the Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
7. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any Contract resulting from this Solicitation.

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- 8. Prior Disaster Relief Contract Violation.** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a Contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 9. Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response. Enter name and social security numbers for each person. This information must be provided prior to Contract award.

Name: _____
SSN: _____

Name: _____
SSN: _____

Name: _____
SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested social security numbers is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The social security numbers will be used to identify persons that may owe child support and will be kept confidential to the fullest extent permitted by law. If submitted by email, Responses containing social security numbers must be encrypted. Failure by a Respondent to provide or encrypt the social security numbers as required may result in disqualification of the Respondent's Response.

- 10. Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 11. Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 12. Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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- 13. Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the TDCJ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TDCJ, or (3) a person who employs a current or former executive head of the TDCJ.
- 14. Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 15. Debts and Delinquencies.** Respondent agrees that any payments due under any Contract resulting from this Solicitation, shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 16. Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any Contract resulting from this Solicitation, are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- 17. Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- 18. Disaster Recovery Plan.** Respondent agrees that upon request of the TDCJ, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
- 19. Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 20. Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- 21. Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 22. No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to the TDCJ under this Solicitation and any resulting Contract and that Respondent's provision of the requested goods and/or services

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under this Solicitation and any resulting Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

- 23. Dispute Resolution.** Any dispute arising under this Contract, which is not disposed of by mutual agreement between the TDCJ and the Respondent shall be resolved in accordance with Texas Government Code, Chapter 2260. At all times during the dispute resolution process, the Respondent shall continue providing services in a diligent manner and without delay, according to all applicable provisions of this Contract.
- 24. Excess Obligations Prohibited.** The Contract is subject to termination or cancellation, without penalty to the TDCJ, either in whole or in part, subject to the availability of state funds. The TDCJ is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the TDCJ becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either the TDCJ's or Respondent's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the TDCJ will not be liable to the Respondent for any damages, that are caused or associated with such termination, or cancellation, and the TDCJ will not be required to give prior notice.
- 25. Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TDCJ.
- 26. Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code, Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
- 27. Indemnification.** THE RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE TDCJ, THE TBCJ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE RESPONDENT AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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THE TDCJ SHALL NOT INDEMNIFY RESPONDENT OR ANY OTHER ENTITY UNDER THE CONTRACT.

28. E-Verify. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- a. all persons employed by the Respondent to perform duties within Texas; and
- b. all persons, including subcontractors, assigned by the Respondent to perform work pursuant to the Contract within the United States of America.

29. Former Agency Employees. If this Solicitation is for an employment contract, a professional services contract or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the TDCJ during the twelve (12) month period immediately prior to the date of the execution of the Contract.

30. Disclosure of Prior State Employment – Consulting Services. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by the TDCJ or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following:

- a. The nature of the previous employment with the TDCJ or the other State of Texas agency:

- b. The date the employment was terminated and the reason for the termination:

- c. The annual rate of compensation for the employment at the time of its termination:

31. Entities that Boycott Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

32. Abortion Funding Limitation. Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

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- (A) performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- (B) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- (C) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the Contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

33. Funding Eligibility. Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, the TDCJ cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with the TDCJ under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

34. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216). Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

35. Financial Participation Prohibited. Pursuant to Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

36. COVID-19 Vaccine Passports. Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. The Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

37. Energy Company Boycotts. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

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38. Entities that Discriminate Against Firearm and Ammunition Industries. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If the Respondent does not make that verification, Respondent must state here why the verification is not required:

39. State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation.

40. Critical Infrastructure. Pursuant to Texas Government Code, Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code, Section 2274.0103, or (2) headquartered in any of those countries.

41. Enforcement of Certain Federal Firearms Laws Prohibited. In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to the Respondent, the Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

42. Permits and Licenses. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any Contract resulting from this Solicitation.

43. False Statements. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

44. Signature Authority. By submitting this Response, the Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any Contract that may result from the submission of this Response.

The Respondent makes the foregoing Representations and Certifications as part of its Response.



Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

The TDCJ has determined that the HUB Category for this contract falls under the

The HUB Goal for this category is therefore identified as

For assistance in completing the HSP contact:

Jemelle Spivey @ 936-437-7026
Yolanda Crawford @ 936-437-7061
HUB@tdcj.texas.gov

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
 (mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION-2 **RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION-4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature_____
Printed Name_____
Title_____
Date
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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IMPORTANT: If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number:	Description:
---------------------	---------------------

[illegible]

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____

Requisition #: _____

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____

Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If **Yes**, continue to SECTION B-4.)

☐ - **No / Not Applicable** (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b.** List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="radio"/> - Yes <input type="radio"/> - No
		<input type="radio"/> - Yes <input type="radio"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____

Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name:	_____	State of Texas VID #:	_____
Point-of-Contact:	_____	Phone #:	_____
E-mail Address:	_____	Fax #:	_____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	_____	Phone #:	_____
Point-of-Contact:	_____	Bid Open Date:	_____
Requisition #:	_____		(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____.
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable



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HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ Object Code: _____
 (mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: \$ _____

Report **HUB** and Non-HUB subcontractor information

*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/toasscmlsearch/index.jsp>

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
TOTALS:			\$	\$	\$	

Signature: _____ Title: _____ Date: _____

ORGANIZATION	MAILING ADDRESS	PHONE	FAX	EMAIL
Asian Chamber of Commerce	3535 Briarpark Drive, Suite 108 Houston, TX 77042	713-782-7222		info@asianchamber-hou.org
Asian Contractor Association	4201 Ed Bluestein Blvd., Suite 2105 Austin, TX 78721	512-926-5400	512-926-5410	asiancontractor@gmail.com
Dallas Black Chamber of Commerce	2922 Martin Luther King Jr. Blvd, Suite 104A Dallas, TX 75215	214-421-5200	214-421-5510	info@dbcc.org
DFW Minority Supplier Development Council	8828 N. Stemmons Frwy, 5th Floor, Suite 550 Dallas, TX 75247	214-630-0747	214-637-2241	construction@dfwmsdc.com
Greater Dallas Hispanic Chamber of Commerce	1402 N. Corinth Street, Suite 225 Dallas, TX 75215	214-521-6007	214-520-1687	sortiz@gdhcc.com
Del Mar College PTAC, Corpus Christi	101 Baldwin Boulevard, CED-146 Corpus Christi, TX 78404	361-698-1025	361-698-1020	rmirabal@delmar.edu
El Paso Hispanic Chamber of Commerce	2401 E. Missouri, El Paso, TX 79903	915-566-4066	915-566-9714	treed@ephcc.org treed@elpasombdcenter.com
Fort Worth Metropolitan Black Chamber of Commerce	1150 South Freeway, Suite 211 Fort Worth, TX 76104	817-871-6538		bbolden@fwmbcc.org
Golden Triangle Minority Business Council	P.O. Box 5064, Beaumont, TX 77726-5064	409-962-8530	409-892-1787	hatcher.beverly@gtmbc.com
Greater Asian Chamber of Commerce	8001 Centre Park Drive, Suite 160 Austin, TX 78754	512-407-8240		info@austinasianchamber.org
Greater Austin Black Chamber of Commerce	912 E. 11th Street, Suite A, Austin, TX 78702	512-459-1181		admin@austinbcc.org
Greater Houston Business Procurement Forum	1707-1/2 South Post Oak Boulevard, PMB 273 Houston, TX 77056	832-216-2185		miltonthibodeaux@gmail.com
Hispanic Contractors Association de Tejas	11509 Seagoville Rd., Balch Springs, TX 75180	972-557-4186		jarias@hcadetejas.org
Hispanic Contractors Association - San Antonio	2391 NE Loop 410, Suite 206 San Antonio, TX 78217	210-444-1100	210-444-1101	admin@hcadesa.org
Hispanic Contractors Association - Regional	2210 W. Illinois Avenue, Dallas, TX 75224-1636	972-786-0909	972-786-0910	yolanda@regionalhca.org
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 890, Houston, TX 77002	713-644-7070	713-644-7377	info@houstonhispanicchamber.com
Houston Minority Supplier Development Council	Three Riverway, Suite 555, Houston, TX 77056	713-271-7805	281-624-4904	info@hmsdc.org
National Association of Minority Contractors Inc. - Houston	1337 W 43 rd Street, Suite B165 Houston, TX 77018	281-616-6757		info@namctexas.org
Regional Black Contractors Association	2627 Martin Luther King Jr. Blvd Dallas, TX 75215 501 Brentwood Stair, Fort Worth, TX 76013 2418 Elgin, Houston, TX 77004	214-565-8946		info@blackcontractors.org

Regional Hispanic Contractors Association	2210 W. Illinois Avenue, Dallas, TX 75224-1636 1150 S. Freeway, Suite 114, Fort Worth, TX 76104 RHCA Women's Contractor Business Center Office: 3918 N. Hampton Rd., Dallas, TX 75212	972-786-0909		bids@regionalhca.org
San Antonio Hispanic Chamber of Commerce	3006 General Hudnell Dr. San Antonio, TX 78226	210-225-0462		communications@sahcc.org
Southwest Minority Supplier Development Council	Headquarters in Austin: P.O. Box 151267, Austin, TX 78715 Office in El Paso, TX Office in San Antonio, TX	512-386-8766 915-433-0612 512-297-6478	512-386-8988	Austin email: smsdc@smsdc.org El Paso email: smsdc@smsdc.org San Antonio email: alana@smsdc.org
Texas Association of African American Chambers of Commerce (TAAACC)	807 Brazos Street, Suite 710, Austin, TX 78701	512-535-5610		info@taaacc.org
Texas Association of Mexican American Chambers of Commerce (TAMACC)	606 Main Street, Buda, TX 78610	512-444-5727		president@tamacc.org
The Tyler Metro Chamber of Commerce	2000 W. Gentry Parkway, Tyler, TX 75702	903-539-6026		admin@themetrochamber.org
Tri-County Regional Black Chamber of Commerce	2626 S Loop West, Suite 250, Houston, TX 77054	832-875-3977	281-336-0870	procurement@tcbcc.org
U.S. Hispanic Contractors Association de Austin	920 E. Dean Keeton, Austin, TX 78705	512-627-5444		ushcadeaustin@gmail.com
U.S. Pan Asian American Chamber of Commerce Southwest	P.O. Box 201564, Arlington, TX 76006	682-874-3195	817-469-9585	ancheng@uspaacc-sw.org
Women's Business Council - Southwest	5605 N. MacArthur Boulevard, Suite 220, Irving, TX 75038 701 Brazos Street, Suite 1616, Austin, TX 78701	817-299-0566 512-815-2407		astele@wbcsouthwest.org
Women's Business Enterprise Alliance (WBEA)	9800 NW Freeway, Suite 120, Houston, TX 77092	713-681-9232	713-681-9242	bids@wbea-texas.org
Women Contractors Association (WCA)	P.O. Box 272, Houston, TX 77401	713-807-9977		wcadirector@womencontractors.org



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Forensic Services

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description
1760110237300	AQUATEX WATER CONDITIONING, INC.	Nancy Standeford	Alvin	nls@aquatexwater.com	281-331-7777	Water Softening, Filtration And Purification, Sales And Service.
1751759877100	ARMSTRONG FORENSIC LABORATORY, INC.	Kay Armstrong	Arlington	aflab@aflab.com	817-275-2691	Armstrong Provides Analytical Laboratory And Consulting Services In The Areas Of General Chemistry, Industrial Hygiene, Environmental Analysis, Forensic Chemistry, Microbiology, And Fire Chemistry.
1760355350800	BANDY & ASSOCIATES, INC.	Dr. Sudipta Bandy	Houston	ss.bandyinc@gmail.com	713-947-1055	Geotechnical Consulting, Soil Testing, Core Drilling, Monitor Well Installation, Construction Material Testing
1454615488200	BUTLER PSYCHOLOGICAL GROUP, PLLC	Eboni Tiana Butler	Houston	ebutler@butlerpsychologicalgroup.com	832-754-7268	Butler Psychological Group, Pllc Is A Full Service Mental Health Agency Offering Individual Psychotherapy, Group Psychotherapy And Psychological/Neuropsychological Evaluations.
1862587857600	BARKLEY LAW GROUP, INC.	John Barkley	Conroe	bids@barkleylawgroup.com	936-755-4130	Legal And Consulting Services In The Areas Of: Contract Drafting, Employment Disputes, Fraud Investigation And Forensic Accounting, Governance And Ethics
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	Arcilia Acosta	Dallas	aacosta@carconindustries.com	214-352-8515	General Construction Services-Construction Products Purchasing-Telecommunications Services
1331021392400	CHALKER FLORES, L.L.P.	Edwin Flores	Dallas	eflores@chalkerflores.com	214-866-0001	Provide Legal Services In The Area Of Intellectual Property Law
1471859071500	D&S ENGINEERING LABS, LLC	Amy Brothers	Collinsville	abrothers@dsenglabs.com	903-420-0014	Local - Construction Materials Engineering, Testing, Geotechnical Engineering And Inspection Firm Serving North Texas.
1842036476400	DA FORENSICS, INC.	Tracy Rodriguez	North Richland Hills	trodriguez@da-forensics.com	817-391-1502	Investigative Services Of Networks And Digital Media To Include Digital Forensics And Employee Monitoring Solutions.
1900366809200	EDI ENVIRONMENTAL TECHNOLOGY, INC.	Owner Tony Ediale	Mansfield	tkmatt@sbcglobal.net	469-441-5400	Environmental Consulting: Asbestos, Mold, Lead, Air Monitoring Ust, Environmental Sites Assessments, Phases I Ii & Iii
1473428272700	EXCELSIOR SOLUTIONS LLC	Nicolas Puig	Houston	info@excelsiorsolutionsllc.com	832-460-2863	Excelsior Solutions Is Project Manager, General Contractor, Research And Implementation Subject Consultants, And Real Estate Technology Product Distributor.
1742722702400	ECKMANN GROLL, INC.	Lynn Eckmann	San Antonio	lynn@eckmannngroll.com	210-414-2869	Real Estate Appraisals & Consultation
1742806623100	LAW OFFICES OF SERNA & SERNA	Baltazar Serna	San Antonio	baltazar@sernaserna.com	210-225-6700	Offices Of Lawyers, All Other Legal Services, Lobbying Services
1273236073500	MILFORD CONSULTING, LLC	President Kathy Milford	Dripping Spgs	milfordconsulting@gmail.com	512-426-7013	Receivership Services Including Rehabilitation And Liquidation, Claims Adjudication And Consulting, Asset Management And Investigative Services, Forensic Research
1742583683400	MORGAN/BROOKS RESOURCES, INC.	Carol Wooten	Taylor	mbresourcesinc@aol.com	210-476-0500	Administrative Management And General Management Consulting Services
1823993214000	ONPOINTE ALLIANCE, LLC	Arletha Kent	Coppell	onpointealliance@gmail.com	214-856-6490	Ink Card Fingerprinting, Fbi & Fdle Live Scan & Hard Card Scanning, Atf Efile Submissions, Archiving Fingerprinting, Fbi Apostille Service, Immediate Pre-Employment & Housing Background Screening, Notary, Signing Agent, Passport Photos, Mobile Services.
1853895568500	SHEEPDOG INVESTIGATIVE GROUP, LLC	Donald Malmstrom	Tyler	dmalmstrom@sheepdoginvestigativegroup.com	903-484-4340	Background Checks, Surveillance, Criminal Consultation, Notary, Accident Reconstruction, Handwriting Analysis, Polygraph Services, Cell Phone/Computer Forensic Examinations/Analysis

1205476566900	SPIRE CONSULTING GROUP, LLC	Heather Vacek	Austin	proposals@spirecg.com	512-637-0845	Multi-Disciplined Construction Engineering Consulting Firm.
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kristin Gordon	Austin	kgordon@spartnerships.com	512-531-3900	Consulting Services In A Wide Area Of Expertise.
1760409302500	TOLUNAY-WONG ENGINEERS, INC.	Daniel Wong	Houston	dwong@tweinc.com	713-722-7064	We Provide Geotechnical Engineering And Testing, Construction Materials Testing, Environmental Field Services, Geophysical, And Deep Foundations Testing Services.
1872646753500	TRIPLE O TECHNOLOGIES	Olu Olusanya	Round Rock	olu.olusanya@tripleotchnologies.com	832-888-0221	Data Management, Software And Website Development And Other Related It Services
1680649811500	VELASCO CONSULTING LLC	Jason M Velasco	Round Rock	jsnvelasco@outlook.com	512-658-8277	We Provide Electronic Discovery (Ediscovery), Data Management, And Data Privacy Consulting Services As Well As Technology Implementation
1752396981800	WORKCO INCORPORATED	Christine Russell	Athens	chris@workcostaffing.com	903-675-9269	Contract Personnel, Temporary & Staffing
1814461148200	XYPLES, LLC	Tochukwu Okonkwo	Austin	tokonkwo@xyples.com	404-488-8811	We Provide High-Value It And Non-It Solutions And Products To The State Of Texas That Will Enable The State To Protect Its Citizens And Create Jobs In The State Of Texas.

Lab & Field Testing Services

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description
1352481533200	5 TEN MEDICAL CONSULTANTS, LLC	Robert H. Young Iii	Prosper	bobby@5tenmedical.com	214-649-0385	Medical Services
1760261001000	A & B ENVIRONMENTAL SERVICES, INC.	Ram Ramakrishnan	Houston	info@ablabs.com	713-453-6060	Full Service Environmental Testing Laboratory. Air, Water, Soil, Mold, Asbestos And Food
1450466629900	ADVANCED ANALYSIS, INC.	Pres./Mario Rodriguez	Lubbock	rodriguezaa@yahoo.com	806-796-2805	Laboratory Specializing In Providing Analytical Services, Analyzing Soil, Water, Sediment And Sludge Samples.
1742604468500	AMBIOTEC ENVIRONMENTAL	Pres./Carlos Marin, Ph.D., P.E.	Harlingen	cmmarin@ambiotec.com	956-423-7807	Environmental Engineering Services.
1752675176700	ANALYTICAL ENVIRONMENTAL LABORATORIES	Owner / Beverly Crozier	Tyler	info@aelytyler.com	903-509-8700	Environmental Testing Laboratory - Analysis -- Soil, Waste Water, Groundwater, Sludge, Wipes, Etc.
1760110237300	AQUATEX WATER CONDITIONING, INC.	Nancy Standeford	Alvin	nls@aquatexwater.com	281-331-7777	Water Softening, Filtration And Purification, Sales And Service.
1742771839400	ARIAS & ASSOCIATES, INC.	Gary Quintanilla	San Antonio	gquintanilla@ariasinc.com	210-308-5884	Geotechnical Engineering, Construction Materials Testing
1751759877100	ARMSTRONG FORENSIC LABORATORY, INC.	Kay Armstrong	Arlington	aflab@aflab.com	817-275-2691	Armstrong Provides Analytical Laboratory And Consulting Services In The Areas Of General Chemistry, Industrial Hygiene, Environmental Analysis, Forensic Chemistry, Microbiology, And Fire Chemistry.
1760355350800	BANDY & ASSOCIATES, INC.	Dr. Sudipta Bandy	Houston	ss.bandyinc@gmail.com	713-947-1055	Geotechnical Consulting, Soil Testing, Core Drilling, Monitor Well Installation, Construction Material Testing
1752567124800	BENAS ENVIRONMENTAL SERVICES,	Pres./Ephraim Okotcha	Coppell	eo@benas.com	972-393-0128	Environmental Engineering And Consulting Services, Industrial Hygiene Services, Asbestos And Lead-Based Paint Consultants, Indoor Air Quality
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	Arcilia Acosta	Dallas	aacosta@carconindustries.com	214-352-8515	General Construction Services-Construction Products Purchasing-Telecommunications Services

1680562697100	CATES LABORATORIES, INC.	Ceo/Belinda Cates	Dallas	bcates@cateslab.com	214-920-5006	Laboratory Testing
1331021392400	CHALKER FLORES, L.L.P.	Edwin Flores	Dallas	eflores@chalkerflores. com	214-866-0001	Provide Legal Services In The Area Of Intellectual Property Law

Compliance Standards: Laboratory Testing and Expert Witness Testimony Services				
	Standard	Acceptable	Unacceptable	Payment Adjustment/Remedy
1.	Contractor shall maintain Crime Laboratory accreditation and Forensic Analyst licensure as required in the fields of serology and nuclear DNA.	100%	Less than 100%	No invoices will be processed or paid for services performed by an unlicensed Contract employee.
2.	Testing services shall only be conducted by licensed analysts/technicians.	100%	Less than 100%	No invoices will be processed or paid for services conducted at locations that are not approved.
3.	Travel for expert testimony shall comply with State of Texas travel requirements and Contract Section C.4.	100%	Less than 100%	No invoices will be processed or paid for services not approved.
4.	Contractor shall maintain FSC licensure training requirements and keep current accurate records of such training.	100%	Incomplete training, and/or records	No invoice will be processed or paid for services until provided.
5.	Notification of testing results shall be submitted withing five (5) Working Days from the date the tests are completed.	Five (5) Working Days	Greater than five (5) Working Days	No invoice will be processed or paid for services performed prior to subsidy approval.
6	Contractor shall invoice the Department promptly for each calendar month, one (1) calendar month in arrears.	10 Working Days%	During the current calendar month	No invoice will be processed or paid for services performed prior to subsidy approval.

The Fiscal Operations Department has the right to withhold Payment or temporarily suspend some or all Payments identified in the above table.

Decisions and notifications to withhold, suspend and/or reinstate Payments will be made by the TDCJ-Office of the Inspector General Director and will be conveyed to the Contractor by letter.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**K.1.1 Definition**

- A. "Historically Underutilized Business (HUB)" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more Economically Disadvantaged Persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
 2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an Economically Disadvantaged Person;
 3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more Economically Disadvantaged Persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
 4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
 5. A supplier contract between a HUB as determined under another paragraph of this subdivision, and a prime Offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically Disadvantaged Person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

K.1.2 HUB Representation

The Offeror represents and certifies as part of its proposal that it ☐ is, or ☐ is not, a HUB certified by the Texas Statewide Procurement Division.

K.2 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

K.3 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

- A. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization or ☐ a joint venture; or

- B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.4 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

K.4.1 Organization and Qualification

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

K.4.2 Authorization

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

K.4.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

K.4.4 No Defaults under Agreements

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.4.5 Compliance with Laws

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.4.6 No Litigation

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
 - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
 - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and
 - 3. Is brought by or on behalf of a State of Texas Inmate regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract.
- E. The Contractor shall provide in writing, to the Contract Specialist, a Quarterly report listing litigation identified in the above requirements.

K.4.7 Taxes

- A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. The Offeror represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of the Offeror or its employees.

K.4.8 Financial Statements

- A. The Offeror has delivered to the Department a copy of its most recent financial report. This report must include, as a minimum the following financial information:

1. Balance sheet;
 2. Statement of income; and
 3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

K.4.9 No Adverse Change

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

K.4.10 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

K.4.11 No Collusion

- A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership, or institution represented by the Offeror, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

K.4.12 Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or State Agency may not enter into a contract valued at \$1,000,000.00 or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or State Agency at the time the business entity submits the signed Contract to the governmental entity or State Agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

K.4.13 No Gratuities

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

K.4.14 Limitation on Employment of Former State Officers

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069, relating to employment of a former State officer or employee. A former State officer or employee of the Department, who, during the period of State service or employment, participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

K.4.15 Prohibition of a Foreign-Owned Company

The Offeror certifies that they are in compliance with Texas Government Code, Chapter 2274, relating to the prohibition of contracts or other agreements with certain foreign-owned companies in connection with critical infrastructure in this State. The Offeror certifies that the individual or business entity named in this Solicitation is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and Payment withheld if this certification is inaccurate.

K.4.16 Deceptive Trade Practices; Unfair Business Practices

The Offeror represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Offeror has not been found to be liable for such practices in such proceedings. The Offeror certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

K.4.17 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Offeror shall submit an updated representation as soon as is reasonably possible.

K.5 REPRESENTATIONS OF THE DEPARTMENT

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

K.5.1 Authorization

The Department has the requisite power to enter into this Contract and perform its obligations thereunder and by proper action has duly authorized the execution, delivery and performance hereof.

K.5.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

K.5.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

K.6 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this Solicitation: (list names, titles and telephone numbers of the authorized negotiators).

K.7 PAYEE IDENTIFICATION NUMBER

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: _____ or

Federal Taxpayer Identification Number: _____.

K.8 POINT OF CONTACT

The Offeror shall provide the name, title, phone number, fax number, address and email address of a point of contact for questions concerning the submitted proposal.

Name: _____ Title: _____

Phone Number: (____) _____ Fax Number: (____) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 AMENDMENTS TO SOLICITATIONS**

- A. If this Solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. The Department will post amendment(s) to this Solicitation for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: <http://www.txsmartbuy.com/esbd>.
- C. Offerors shall acknowledge receipt of all amendment(s) to this Solicitation by signing and returning the amendment(s); identifying the amendment number and date in the space provided for this purpose on Page 1, Block 8 of the Solicitation, Offer and Award form; or by letter or email.
- D. The Department must receive the acknowledgment by the date and time specified for receipt of the proposals.
- E. Failure to acknowledge amendment(s) may subject proposal to rejection.

L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS

- A. Proposals must be time stamped at the office designated in this Solicitation, on or before the hour and date specified.
- B. Proposals received at the designated location after the exact date and time specified will not be considered.
- C. Proposals cannot be altered, amended or modified by telegram, fax, email or otherwise after the closing date and time.
- D. Alterations made before the closing date and time should be initialed by the Offeror or its authorized agent.
- E. Proposals cannot be withdrawn after the closing date and time without approval by the Department based on an acceptable written reason.

L.3 SIGNATURES ON PROPOSALS SUBMITTED

- A. Proposals from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact, there shall be attached to the proposal a Power of Attorney, evidencing the authority to sign the proposal, dated and executed by all partners in the firm.
- C. Proposals from a corporation shall have the correct corporate name thereon, and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation shall appear below the signature of the officer.
- E. Proposals from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.

- F. Proposals from a joint venture shall be signed by all members, or by a member of the joint venture, if there is attached to the proposal a copy of the Joint Venture Agreement evidencing that the proposal is signed by the member who has authority to bind the joint venture.

L.4 PROPOSAL ACCEPTANCE PERIOD

- A. All proposals will be valid for two hundred forty (240) Days after the submission date and will constitute an irrevocable proposal to the Department for the two hundred forty (240) Day period.
- B. Such period may be extended beyond the two hundred forty (240) Days, upon mutual agreement of both parties.

L.5 CONTRACT AWARD

- A. The Department will award a Contract(s) resulting from this Solicitation to the responsible Offeror(s) whose proposal(s), conforming to this Solicitation, will be most advantageous to the Department. Cost or price, technical and other factors, specified elsewhere in this Solicitation considered.
- B. The Department may (a) reject any or all proposals if such action is in the public interest, (b) accept other than the lowest priced proposal, and (c) waive minor informalities and minor irregularities in proposals received.
- C. A written award or acceptance of a proposal, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the proposal shall result in a binding Contract(s) without further action by either party.

L.6 RIGHTS OF THE DEPARTMENT

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this Solicitation.
- B. The Department reserves the right to reject any one proposal and/or all proposals or portions of proposals submitted in response to this Solicitation.
- C. All proposals become the property of the Department.
- D. The Department reserves the right to use for its benefit ideas contained in the proposals submitted.
- E. The Department is not liable for any costs or damages that may be incurred by an Offeror(s) or prospective Offeror(s), in the preparation, formulation, or presentation of a proposal(s).
- F. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.
- G. Upon review of proposals, the Department may select the Offeror's proposal most advantageous to the Department, in its judgment, with whom to negotiate a final definitive Contract.
- H. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the TBCJ.

- I. The Department reserves the right to withdraw this Solicitation at any time for any reason.
- J. The Department reserves the right to award no Contract and to solicit additional proposals at a later time.
- K. The Department reserves the right, at its sole discretion, to make an award from this Solicitation. The Department reserves the right to not make an award in the event of inconsistent rates and/or the absence of available competition.
- L. The Department incurs no obligation regarding this Solicitation unless and until a Contract is fully executed by the parties. However, all proposals received by the Department will remain confidential until the evaluation process is complete.

L.7 PROPOSAL PREPARATION INSTRUCTIONS

Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of the Offeror's proposal.
- B. Proposals shall be prepared in accordance with these instructions, providing all required information in the format specified.
- C. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

Submission of Proposals

- A. It is the Offeror's responsibility to ensure that the proposal is delivered to the address shown on Page 1, Block 5 of the Solicitation, Offer and Award form by the deadline.
- B. The Offeror must complete and sign all required forms, including all required written material, by the proposal closing date and time.
- C. Each package received must be marked with the Department's Solicitation number.
- D. Each page of the proposal must include the name of the Offeror making the proposal.
- E. The Offeror must clearly indicate if any of the information contained in the proposal is confidential or proprietary in nature, by applying a legend to the page that indicates confidential or proprietary information is contained on said page. The Offeror must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses, at the beginning of the paragraph containing such information.
- F. Proposals must be typed or printed single-sided on standard letter paper (8-1/2" x 11"), pages numbered, a table of contents included and sections clearly tabbed.
- G. Proposals shall be submitted in four (4) volumes as described below in Sections L.7.H, L.7.1, L.7.2, L.7.3 and L.7.4.

- H. Offerors are to submit the Volumes in the following manner:
1. One (1) unbound original of Volumes 1 through 4;
 2. One (1) “read only” Compact Disc (CD) or USB Flash Drive of Volumes 1 through 4;
 3. Four (4) additional bound copies of:
 - a. Volume One;
 - b. Volume Two; and
 - c. Volume Three.
 4. Two (2) additional bound copies of Volume Four.
- I. Each proposal must demonstrate that the Services conform to applicable state and federal standards and Department Policies.
- J. Sealed proposals shall be submitted prior to the proposal closing date and time with the Solicitation number annotated immediately below the return address on the envelope(s)/package(s). **Emailed or faxed proposals will not be accepted.**
- K. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this Solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.
- L. **Failure to submit all documentation by the proposal closing date and time may result in disqualification of the proposal from further consideration.**

L.7.1 Volume One – Introductory Portion of Proposal

NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.

Volume One, Section 1 – Information Section

- A. Cover Page: Name and address of the Offeror, date of proposal and signature of authorized official.
- B. Introduction: Clear description of the Offeror submitting the proposal, including an outline of organizational capabilities, goals and purposes. Evidence of previous accomplishments of laboratory testing services.
- C. Information Sheet: Including all information required of each Offeror.
1. Name, address, email address, telephone number and fax number of the Offeror and all Co-Offerors. Also, identify by name, title, email address, telephone number and fax number the contact person for all inquiries. The contact person shall be responsible for fielding and responding to all inquiries from the Department.
 2. Business form of Offeror (e.g., corporation, partnership, etc.), if applicable.
 - a. If a corporation, include the date and state of incorporation.
 - b. The names and addresses of principal officers, directors, or partners.

3. A brief biography and complete resume of the person or persons who will administer any resulting Contract, to include the Program Director, as provided in Section G.2.4.
4. The name and address of the Offeror's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Offeror. For the purpose of responding to this Solicitation, the Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1 if the Offeror's proposal is selected.
5. Offerors shall furnish descriptions of all similar services or projects provided to the Department or other institutions and governmental agencies, to include company name, point of contact name and title, phone number, fax number, email address, contract numbers, and dates of performance. The Department reserves the right to contact any or all references or consult applicable Department Divisions to evaluate past performance.
6. Offerors shall include a list of any contracts that have been cancelled or terminated, along with an explanation of the cancellation or termination and the name, email address and phone number of a contact person from the institution or agency that cancelled or terminated the contract.
7. Offerors shall include a list of all legal actions pending against their organization and the outcomes of any final judgements.
8. Documentation from the appropriate state entity which indicates the Offeror is properly certified to conduct business in the State of Texas and not in debt or owing to the State of Texas (e.g., Certificate of Status from the Texas Secretary of State and the Franchise Tax Account Status from the Texas Comptroller of Public Accounts). In the event the Offeror is not a corporation, the Offeror shall state that they are not a corporation and certify that they are not in debt or owing to the State of Texas.
9. Accreditation Certificate(s) for any Crime Laboratory that will provide Services for this Contract.

Volume One, Section 2 – Contract Forms

This Section shall contain the following completed Contract sections (on original forms) with original signatures, where applicable:

- A. Solicitation, Offer and Award Form (with amendments(s) acknowledged as per Section L.1.C);
- B. Section G.4.E, Payments, remittance address (if not electing to receive direct deposit); and
- C. Section K, Representations, Certifications and Other Statements of Offerors; and
- D. Exhibit J.1, TDCJ Required Contract Clauses.

L.7.2 Volume Two – Technical Portion of Proposal

NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME

Volume Two, Section 1 – Technical Requirements

- A. This Section of the proposal shall consist of the Offeror's response to the requirements in Section C herein.

- B. Prospective Offerors shall ensure that all material submitted should be directly pertinent to the requirements of this Solicitation and shall be formatted as to the specific requirements of Section C.
- C. The Offeror shall also identify all exceptions it takes to the technical requirements in Section C of this Solicitation and all exceptions for which it requests approval.
- D. The Offeror shall provide copies of the items listed below:
 - 1. Current Accreditation Audit Report;
 - 2. Offeror's Quality Manual;
 - 3. Offeror's 2020 and 2021 Quarterly Blind Quality Control Reports;
 - 4. Samples of all laboratory submission forms related to the Services;
 - 5. Samples of all analytical reports that are used for submissions to the court; and
 - 6. Copies of the Offeror's standard operating procedures and quality assurance documents that apply to the receipt and analysis of forensic samples for evaluation.

Volume Two, Section 2 – Solicitation Compliance and Exceptions

- A. In this Section, the Offeror shall respond to each requirement of Sections E through I, inclusive of the Solicitation and indicate whether it proposes to comply.
- B. For the purpose of facilitating discussions, for every instance where the Offeror does not propose to comply or agree to a requirement, the Offeror shall propose an alternative and describe its reasoning therefore.
- C. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the Offeror agrees to the terms of Sections E through I of the Solicitation in its entirety, a single statement to that effect will suffice.

L.7.3 Volume Three – Business/Cost Proposal

- A. In this Volume, the Offeror shall provide its detailed price proposal, including a budget narrative, and a complete breakdown of how the price was derived (material, direct labor, overhead, general and administrative expenses, other direct costs, profit, etc.) to provide the Services specified in Section C.
- B. The Offeror shall further disclose the following costs:
 - 1. Indirect Costs: A detail of the various cost components used to justify the percentage of indirect costs that will be required. The Department has the authority to deem the proposal non-responsive if the detailed justification in a line item format is not provided.
 - 2. Insurance Costs: The Offeror shall indicate the costs to maintain the insurance required by the Department, state law or the related financing documents for the Facility.
 - 3. Other Operating Costs: The Offeror shall outline and provide costs related to any additional line items that would qualify as an Additional Service that would enhance the operation of

the program. The Offeror shall detail and explain any other costs associated with this proposal.

- C. The Offeror shall also disclose its profit margin in providing the Services requested by the Department in this proposal.
- D. Section B.2, Pricing Schedule, shall be completed and included in this Volume.
- E. A Copy of the Offeror's financial statement with all sub-schedules and footnotes to include a balance sheet, statement of income, and a change in financial position for each of the last two (2) audited fiscal years.

If audited financial reports are not available, unaudited financial statements compiled, reviewed and attested by an independent certified public accountant or certified public accounting firm are acceptable. Financial statements certified as accurate by the Offeror's chief financial officer may also be acceptable. Copies of the Offeror's previous year and most current balance sheet or a list of the previous years and most current assets and liabilities may also be acceptable.

L.7.4 Volume Four – HUB Subcontracting Plan

Offerors are required to submit a HUB Subcontracting Plan (HSP), in accordance with Section H.2 and Exhibit J.1. For information on filling out the HSP, please contact Jemelle Spivey at (936) 437-7061. **Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code, Section 2161.252(b).**

L.8 DISCUSSION AND CORRESPONDENCE

- A. All communications and questions concerning this Solicitation, including any of a technical nature, shall be made in writing to:

PRIMARY CONTACT

Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Lynne Piippo, Contract Specialist
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Fax: (325) 223-0310
Email: lynne.piippo@tdcj.texas.gov

SECONDARY CONTACT

Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Janice Wooley, Contract Specialist
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Fax: (325) 223-0310
Email: janice.wooley@tdcj.texas.gov

- B. Questions concerning any technical aspect of the Solicitation must be submitted in writing (email and fax transmission is acceptable). The Offeror's question(s) shall only be to clarify specific provisions in this Solicitation and shall reference the specific Section that requires clarification. Written answers to the clarification questions will then be provided to all parties requesting copies of the Solicitation through the Client Services and Governmental Contracts Branch. Offerors

should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this Solicitation for the purpose of discussing their proposal.

- C. Offerors are reminded that **Friday, September 9, 2022 at 3:00 p.m., CDT**, is the last day to submit written questions for clarification to the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon the written instructions given in the Solicitation and any amendments thereto. Unauthorized contact with Department personnel could result in the proposal being rejected in its entirety.
- D. The Department will post answers to all questions in a form of an amendment, and all amendments to this Solicitation will be available for downloading in .pdf format via the ESBD, at the following address: <http://www.txsmartbuy.com/esbd>.

L.9 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS

After award of contract(s), information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 ("the Texas Public Information Act"). Any part of the Solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Offeror is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020.**

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 SELECTION PROCESS

- A. The Department will assemble an Evaluation Committee to review, evaluate and rank proposals. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written proposal. No information will be provided about the status of the proposals while they are under evaluation.
- B. Selection of a proposal for award will be based on the "Best Value" to the Department. The Department will solely determine the "Best Value" through evaluation of each proposal in accordance with Texas Government Code, Title 10, Subchapter B, Section 2155.074(b).
- C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required Service. The Department reserves the right to accept or reject all or part of any proposal, waive minor technicalities and award the Contract to best serve the interest of the State.
- D. The Department may select proposals within a competitive range with whom to negotiate. The Department may notify in writing any or all Offerors whose proposals have been found to be responsive in the detailed evaluation phase.
- E. In accordance with Texas Government Code, Sections 2155.074 and 2155.075, vendor performance may be used as a factor in the award.
- F. An Offeror's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, and 2156.007. Offerors may fail this selection criterion for any of the following conditions:
 - 1. A score of less than 'C' or Legacy Unsatisfactory in the Vendor Performance Tracking System;
 - 2. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts;
 - 3. Having repeated negative Vendor Performance Reports for the same reason; or
 - 4. Having purchase orders or contracts that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the Texas Comptroller of Public Accounts website at: <http://www.txsmartbuy.com/vpts>.

The Department may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Division 2, Rule 20.208), the Department may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in non-award to the Offeror.

M.2 MINIMUM QUALIFICATIONS

The Department has established the following criteria as minimum Contractor (business entity) qualifications to be eligible to submit a proposal to this Solicitation. Offerors from business entities not meeting these qualifications shall be disqualified from further consideration.

- A. The Offeror shall be accredited by either the ANSI-ASQ National Accreditation Board (ANAB) or the American Association for Laboratory Accreditation (A2LA) in the field of forensic testing. The scope of accreditation must include the discipline/category of biology with applicable subcategories to perform the requested Services herein, to include serology (body fluid identification) and nuclear DNA testing. Accreditation must be current at the time of the proposal due date.
- B. The Offeror must possess the ability to obtain the minimum commercial insurance required by this Solicitation.
- C. The Offeror must possess the ability to commence operations (start-up) without financial assistance from the Department.

M.3 EVALUATION CRITERIA

The following are evaluation criteria. While negotiation of proposals may be held, Offerors are advised to submit their most competitive cost and technical proposals.

M.3.1 Cost (50%)**M.3.2 Technical (30%)****M.3.3 Past Performance (10%)****M.3.4 Financial Strength (5%)****M.3.5 Experience (5%)**