

REQUEST FOR OFFER

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

CONTRACTS AND PROCUREMENT



IF NOT RESPONDING TO OFFER
DO NOT RETURN THIS FORM.

ISSUE DATE: APRIL 24, 2024
RFO NO. IW176754
RFO OPENING 3 P.M. MAY 10, 2024
PURCHASER: FULLEN, ASHLEY
PHONE: 936-437-3851

AGENCY TO INVOICE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
 ACCOUNTS PAYABLE
 P.O. BOX 4018
 HUNTSVILLE, TX 77342-4018

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

SEE BELOW

IF OFFERING
 Each offer must be placed in a separate envelope with RFO opening date, RFO number, and purchaser name annotated immediately below return address on SEALED ENVELOPE

▼ FAILURE TO SIGN WILL DISQUALIFY OFFER ▼

 AUTHORIZED SIGNATURE

 DATE

 TYPED NAME OF SIGNER

IF OFFERING, RETURN SEALED OFFER TO:
 TEXAS DEPARTMENT OF CRIMINAL JUSTICE
 CONTRACTS AND PROCUREMENT DEPARTMENT
 TWO FINANCIAL PLAZA, STE. 525
 HUNTSVILLE, TEXAS 77340

DELIVERY IN ____ DAYS, CASH DISCOUNT ____ % ____ DAYS OR NET 30
 Check below if preference claimed under 34 TAC Rule 20.306

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agriculture products produced or grown in TX
- ☐ Agriculture products and services offered by TX bidders
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas vegetation native to the region
- ☐ USA produced supplies, materials, equipment or agricultural products
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value (for consumption in a public cafeteria only)
- ☐ Commercial production company or advertising agency located in Texas

▼ VENDOR ADDRESS AND IDENTIFICATION NUMBER ▼

VENDOR ID NUMBER

See Offer Requirement 1.7 for Vendor ID Number instructions

Offeror Must Fill In

Name of Firm _____

Street Address _____

City, State, Zip _____

- ✦ By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualifies as a Texas Offeror as defined in Section 2155.444(c) of the Texas Government Code.
- ✦ Offeror agrees to comply with all terms and conditions below and on attached pages.

QUOTE F.O.B. DESTINATION PREPAID AND ALLOWED

THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ) IS CURRENTLY REQUESTING BIDS TO ESTABLISH A PURCHASE ORDER FOR THE PROCUREMENT OF MOTOROLA APX7000 HANDHELD RADIOS.

OFFER SUBMISSION REQUIREMENTS:

CONTINUED ON NEXT PAGE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACTS AND PROCUREMENT DEPARTMENT
TWO FINANCIAL PLAZA, STE. 525
HUNTSVILLE, TX 77340

Continuation Page 2 of 6

Offer Opening Date: 3 P.M. MAY 10, 2024

Offer Number: IW176754

Name of Offeror: _____

OFFEROR MUST FILL IN →

ELECTRONIC SUBMISSION (PREFERRED)

USE THE FOLLOWING EMAIL ADDRESS TO SUBMIT A RESPONSE ELECTRONICALLY:

BIDS@TDCJ.TEXAS.GOV

THE EMAIL SUBJECT LINE SHOULD CONTAIN THE SOLICITATION NUMBER.

THE OFFEROR IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS RESPONSE IS RECEIVED BY THE TDCJ BEFORE THE DEADLINE AT THE PROPER DESTINATION SERVER. IT IS RECOMMENDED THAT OFFEROR BEGIN THE PROCESS WELL IN ADVANCE OF THE OFFER SUBMISSION TIME ON THE OPENING DATE.

THE TDCJ RECOMMENDS A LIMIT OF 10 MB OF ATTACHMENTS PER EMAIL. TO MEET THIS LIMIT, A RESPONSE MAY BE SPLIT INTO MULTIPLE EMAILS.

IN ADDITION, PLEASE BE AWARE THAT YOUR INTERNET SERVICE PROVIDER MAY LIMIT THE SIZE OF ATTACHMENTS TO OUTGOING MAIL.

ALL DOCUMENTS SHOULD BE SUBMITTED IN MICROSOFT OFFICE FORMATS (WORD AND EXCEL) OR IN A FORM THAT MAY BE READ BY MICROSOFT OFFICE SOFTWARE. ANY DOCUMENTS WITH SIGNATURES SHALL BE SUBMITTED AS AN ADOBE PORTABLE DOCUMENT FORMAT (PDF) FILE. RESPONSES IN OTHER FORMATS MAY BE DISQUALIFIED.

THE TDCJ TAKES NO RESPONSIBILITY FOR ELECTRONIC RESPONSES THAT ARE CAPTURED, BLOCKED, FILTERED, QUARANTINED OR OTHERWISE PREVENTED FROM REACHING THE PROPER DESTINATION SERVER BY ANY ANTI-VIRUS OR OTHER SECURITY SOFTWARE.

TO CONFIRM RECEIPT OF ELECTRONIC SUBMISSION, REQUEST CONFIRMATION BY EMAIL.

*** FAXED OFFERS WILL NOT BE ACCEPTED. ***

HARD COPY SUBMISSION

IN LIEU OF ELECTRONIC SUBMISSION, THE TDCJ CURRENTLY ACCEPTS HARD COPY RESPONSES. OFFEROR MUST SUBMIT ONE (1) ORIGINAL SIGNED PAPER COPY.

THE TDCJ WILL DOCUMENT RECEIPT OF HARD COPY RESPONSES WITH A TIME STAMP.

OFFERS MUST BE RECEIVED BY THE DATE AND TIME STATED ON THE REQUEST FOR OFFER DOCUMENT OR ANY AMENDMENTS THAT EXTENDS THE OPENING DATE.

SUBMIT OFFERS (MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS FROM 8:00 AM TO 5:00 PM) TO:

TDCJ CONTRACTS AND PROCUREMENT

CONTINUED ON NEXT PAGE

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACTS AND PROCUREMENT DEPARTMENT
TWO FINANCIAL PLAZA, STE. 525
HUNTSVILLE, TX 77340**

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Offer Opening Date: 3 P.M. MAY 10, 2024

Offer Number: IW176754

Name of Offeror: _____

OFFEROR MUST FILL IN →

2 FINANCIAL PLAZA, SUITE 703
HUNTSVILLE, TEXAS 77340
SOLICITATION NUMBER: IW176754
ATTENTION: ASHLEY FULLEN

OFFERORS ARE ENCOURAGED TO MAKE CONTACT WITH EITHER POC BETWEEN THE HOURS OF 7:00 AM THROUGH 3:00 PM, MONDAY THROUGH FRIDAY, EITHER BY EMAIL OR TELEPHONE. PLEASE CONTACT ASHLEY FULLEN THE PRIMARY CONTACT. ALL CONTACT INFORMATION IS ON THE LAST PAGE OF THIS SOLICITATION.

PLEASE BE ADVISED THAT THE DEADLINE FOR ALL QUESTIONS CONCERNING THIS SOLICITATION WILL BE TUESDAY, APRIL 30, 2024 AT 3:00 PM (CST). ANY REQUESTS FOR FURTHER INFORMATION WILL NOT BE CONSIDERED AFTER THIS DATE AND TIME. ANSWERS WILL BE POSTED TO THE ELECTRONIC STATE BUSINESS DAILY (ESBD) IN THE FORM OF AN AMENDMENT. THE ANTICIPATED POSTING DATE FOR THE AMENDMENT IS FRIDAY, MAY 03, 2024.

THE TDCJ REQUESTS THAT YOU QUOTE FREIGHT F.O.B. DESTINATION, PREPAID AND ALLOWED. IF FREIGHT IS TO BE ADDITIONAL, BIDDER MUST STATE FREIGHT/DELIVERY CHARGES NOT TO EXCEED \$_____. IF AMOUNT LINE IS LEFT BLANK, THE TDCJ WILL ASSUME THAT FREIGHT WILL NOT BE CHARGED OR IS INCLUDED IN THE PRICE OF THE ITEM.

OFFEROR IS REQUESTED TO PROVIDE THE NAME, PHONE NUMBER, AND EMAIL OF A POINT OF CONTACT FOR THE SUBMITTED OFFER RESPONSE HOWEVER, OFFEROR IS HEREBY ADVISED THAT THIS POINT OF CONTACT WILL NOT BE RECOGNIZED AS OR ACCEPTED IN LIEU OF THE 'AUTHORIZED SIGNATURE' REQUIREMENTS OF THIS REQUEST FOR OFFER.

NAME: _____
PHONE: _____
EMAIL: _____

| ITEM | STOCK NUMBER | CONT | QUANTITY | U/M | UNIT PRICE | EXTENSIONS |
|------|--------------|------|----------|-----|------------|------------|
| 1 | 726-88 | | 12.0000 | LOT | _____ | _____ |

HANDHELD RADIO MODEL 3.5 W/ DISPLAY VHF-7/800MHZ P25 DIGITAL TDMA
INCLUDES: RADIO, BATTERY, HOLSTER W/ CLIP, RAPID CHARGE
3YR WARRANTY
MANF: MOTOROLA
MANF P/N: APX7000

MANUFACTURER'S STANDARD WARRANTY FOR THE ABOVE EQUIPMENT IS ____ YEAR.
SUCCESSFUL BIDDER SHALL FURNISH MANUFACTURER'S WARRANTY TO
RECEIVING LOCATION AT TIME OF DELIVERY.

CONTINUED ON NEXT PAGE

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACTS AND PROCUREMENT DEPARTMENT
TWO FINANCIAL PLAZA, STE. 525
HUNTSVILLE, TX 77340**

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Offer Opening Date: 3 P.M. MAY 10, 2024

Offer Number: IW176754

OFFEROR MUST FILL IN

Name of Offeror: _____

| ITEM | STOCK NUMBER | CONT | QUANTITY | U/M | UNIT PRICE | EXTENSIONS |
|------|--------------|------|----------|-----|------------|------------|
|------|--------------|------|----------|-----|------------|------------|

THE NAME AND ADDRESS OF SERVICING DEALER NEAREST THE F.O.B. POINT
WHO WILL PERFORM THE WARRANTY WORK IS:

NAME: _____

ADDRESS: _____

PHONE #: _____

NAME OF INDIVIDUAL TO CONTACT FOR WARRANTY: _____

DELIVER TO:

TDCJ

OFFICE OF INSPECTOR GENERAL

1012 VETERANS MEMORIAL PARKWAY

HUNTSVILLE, TEXAS 77320

SUSPENSION, DEBARMENT, AND TERRORISM:

BIDDER CERTIFIES THAT THE BIDDING ENTITY AND ITS PRINCIPALS
ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN
SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY
DETERMINED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY AND
THAT BIDDER IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND
RULES RELATING TO PROCUREMENT AND THAT BIDDER IS NOT LISTED ON THE
FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE
ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE
LISTED AT [HTTPS://WWW.SAM.GOV/](https://www.sam.gov/).

BIDDER AGREES THAT ANY PAYMENTS DUE UNDER THIS CONTRACT WILL BE
APPLIED TOWARDS ANY DEBT, INCLUDING BUT NOT LIMITED TO DELINQUENT
TAXES AND CHILD SUPPORT THAT IS OWED TO THE STATE OF TEXAS.

AWARDED VENDOR AGREES THAT ANY PAYMENTS DUE UNDER THE PURCHASE
ORDER OR CONTRACT SHALL BE DIRECTLY APPLIED TOWARDS ELIMINATING
ANY DEBT OR DELINQUENCY IT HAS TO THE STATE OF TEXAS INCLUDING,
BUT NOT LIMITED TO, DELINQUENT TAXES, DELINQUENT STUDENT LOAN
PAYMENTS, AND DELINQUENT CHILD SUPPORT.

IN ACCORDANCE WITH SECTION 2252.907, GOVERNMENT CODE, THE BIDDER
ACKNOWLEDGES THAT THIS CONTRACT AND INFORMATION CREATED OR
MAINTAINED IN CONNECTION WITH THIS CONTRACT IS PUBLIC INFORMATION
AND SUBJECT TO DISCLOSURE AS PROVIDED BY CHAPTER 552, GOVERNMENT
CODE (TEXAS PUBLIC INFORMATION ACT).

THE PUBLIC INFORMATION ACT MAY REQUIRE THE BIDDER TO MAKE INFORMATION
RELATED TO THIS CONTRACT AVAILABLE TO THE PUBLIC PURSUANT TO A REQUEST
FOR PUBLIC INFORMATION. THE BIDDER AGREES, UPON REQUEST, TO MAKE
INFORMATION RELATED TO THIS CONTRACT THAT IS NOT OTHERWISE EXCEPTED
FROM RELEASE BY THE PUBLIC INFORMATION ACT AVAILABLE TO THE PUBLIC IN
HARD COPY, UNLESS THE REQUESTOR OF THE INFORMATION CONSENTS TO RECEIVE
THE INFORMATION IN ANOTHER MUTUALLY AGREEABLE FORMAT. THE BIDDER
ACKNOWLEDGES THAT THE AGENCY SHALL NOT PROVIDE LEGAL COUNSEL RELATED
TO THE BIDDER'S COMPLIANCE WITH THE PUBLIC INFORMATION ACT.

CONTINUED ON NEXT PAGE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACTS AND PROCUREMENT DEPARTMENT
TWO FINANCIAL PLAZA, STE. 525
HUNTSVILLE, TX 77340

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Offer Opening Date: 3 P.M. MAY 10, 2024

Offer Number: IW176754

OFFEROR MUST FILL IN



Name of Offeror: _____

| ITEM | STOCK NUMBER | CONT | QUANTITY | U/M | UNIT PRICE | EXTENSIONS |
|------|--------------|------|----------|-----|------------|------------|
|------|--------------|------|----------|-----|------------|------------|

THE VENDOR AGREES NOT TO USE ANY ARTIFICIAL INTELLIGENCE IN THE PERFORMANCE OF THIS CONTRACT WITHOUT PRIOR WRITTEN CONSENT OF THE TDCJ.

SECURITY:

WHEN MAKING DELIVERIES TO CORRECTIONAL FACILITIES, CONTRACTOR'S COMPLIANCE WITH TDCJ SECURITY PROCEDURES IS REQUIRED. THIS INCLUDES DELIVERIES TO ALL TDCJ UNITS AND WAREHOUSES, OR ANY OTHER TDCJ OWNED, LEASED, OR CONTRACTED PREMISES. SPECIFIC REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO:

1. ALL CONTRACTOR STAFF OR CONTRACTED DELIVERY SERVICE MAKING DELIVERIES WITHIN A CORRECTIONAL FACILITY, AND THOSE AREAS WHERE INMATES ARE ASSIGNED, WILL BE REQUIRED TO HAVE A SECURITY ESCORT THROUGHOUT THEIR DELIVERY. ALL DELIVERY STAFF SHALL BE REQUIRED TO FOLLOW THE DIRECTION OF SECURITY STAFF. DELIVERY STAFF SHALL NOT INTERACT WITH INMATES.

FURTHERMORE, CONTRACTOR STAFF SHALL ADHERE TO THE PROVISIONS FOUND IN PERSONNEL DIRECTIVE PD-29, "SEXUAL MISCONDUCT WITH INMATES," WHICH IS LOCATED ON THE TDCJ WEBSITE AT [HTTP://WWW.TDCJ.TEXAS.GOV/DIVISIONS/HR/HR-POLICY/PD-29.PDF](http://www.tdcj.texas.gov/divisions/hr/hr-policy/pd-29.pdf). (NOTE: THIS ADDRESS MUST BE IN LOWER CASE LETTERING WHEN ENTERED IN THE ADDRESS BAR OF YOUR BROWSER.)

THE CONTRACTOR SHALL NOTIFY EACH OF THE CONTRACTOR'S STAFF ACCESSING TDCJ'S PREMISES OF THE PROVISIONS WITHIN THIS DIRECTIVE, PRIOR TO ANY DELIVERY.

2. ALL DELIVERY STAFF AND VEHICLES ARE SUBJECT TO SEARCH AND INSPECTION WHILE ON TDCJ PROPERTY.
3. ALL VEHICLES WILL BE LOCKED AND SECURED WHEN NOT IN USE. DRIVERS ARE REQUIRED TO KEEP KEYS IN THEIR DIRECT POSSESSION AT ALL TIMES.
4. DELIVERY STAFF SHALL NOT INTRODUCE ANY TYPE OF CONTRABAND ONTO ANY TDCJ FACILITY. EXAMPLES OF CONTRABAND INCLUDE, BUT ARE NOT LIMITED TO FIREARMS, KNIVES, WEAPONS OF ANY TYPE, TOBACCO OF ANY TYPE, ALCOHOL, CONTROLLED SUBSTANCES (ILLEGAL DRUGS), PAGERS, AND CELL PHONES. DELIVERY STAFF MAY NOT CARRY MORE THAN TWENTY-FIVE DOLLARS (\$25.00) IN CASH INTO ANY TDCJ FACILITY.
5. DELIVERY EMPLOYEE'S ATTIRE MUST BE APPROPRIATE OR COMPATIBLE WITH THE CURRENT BUSINESS ENVIRONMENT.
6. GENERALLY, EX-INMATES SHALL NOT BE ALLOWED INSIDE THE FENCED PERIMETER OF A FACILITY TO MAKE DELIVERIES UNLESS APPROVED BY

CONTINUED ON NEXT PAGE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACTS AND PROCUREMENT DEPARTMENT
TWO FINANCIAL PLAZA, STE. 525
HUNTSVILLE, TX 77340

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Offer Opening Date: 3 P.M. MAY 10, 2024

Offer Number: IW176754

OFFEROR MUST FILL IN



Name of Offeror: _____

| ITEM | STOCK NUMBER | CONT | QUANTITY | U/M | UNIT PRICE | EXTENSIONS |
|------|--------------|------|----------|-----|------------|------------|
|------|--------------|------|----------|-----|------------|------------|

THE UNIT WARDEN. THE WARDEN MAY NOT ALLOW AN EX-INMATE ON
A UNIT OR FACILITY, WHETHER INSIDE OR OUTSIDE THE FENCED
PERIMETER, IF THE WARDEN BELIEVES THE PERSON MAY JEOPARDIZE
THE SAFE AND ORDERLY OPERATION OF THE UNIT OR FACILITY, POSE
A DANGER TO INMATES OR EMPLOYEES, OR PLACE AN UNDUE LOGISTICAL
BURDEN ON STAFF.

7. MINORS AND PETS ARE PROHIBITED FROM TDCJ PROPERTY AND SHALL
NOT BE IN DELIVERY VEHICLE.

TDCJ RESERVES THE RIGHT TO IMMEDIATELY REMOVE AND/OR REFUSE
ENTRY TO ANY INDIVIDUAL WHO HAS VIOLATED THE ABOVE RESTRICTIONS.
THE UNIT WARDEN OR FACILITY ADMINISTRATOR WILL ULTIMATELY BE
RESPONSIBLE FOR INTERPRETING THESE RULES.

FOR QUESTIONS OR INQUIRIES CONTACT:

NAOMI CRUZ, CTCD

TDCJ, CONTRACTS & PROCUREMENT

TWO FINANCIAL PLAZA, SUITE 703

HUNTSVILLE, TX 77340

PH: 936-437-3845

EMAIL: NAOMI.CRUIZ2@TDCJ.TEXAS.GOV

FOR QUESTIONS OR INQUIRIES CONTACT:

ASHLEY FULLEN

TDCJ CONTRACTS AND PROCUREMENT

TWO FINANCIAL PLAZA, SUITE 703

HUNTSVILLE, TX 77340

PH: 936-437-3851

EMAIL: ASHLEY.FULLEN@TDCJ.TEXAS.GOV

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
REQUEST FOR OFFER TERMS AND CONDITIONS
 ITEMS BELOW APPLY TO AND BECOME A PART OF OFFER.
 ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Offer Requirements:

- 1.1 Offers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Offers should be submitted on this form. Offers must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the offer, the quotation must be referenced on the offer document and signed by the respondent to establish formal linkage to the offer.
- 1.3 Offers must be time stamped at the office designated in the solicitation on/or before the hour and date specified for the offer opening. Any offer received at the designated location after the exact time specified will not be considered unless TDCJ determines that it was properly addressed and in the possession of TDCJ prior to the specified time but was late due to mishandling by the agency.
- 1.4 Late and/or unsigned offers will not be considered under any circumstances. Person signing offer must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Offer prices are requested to be firm for TDCJ acceptance for 90 days from offer opening date. "Discount from list" offers are not acceptable unless requested. An offer for an early payment discount may be considered in making an award. Cash discounts offered will be taken if earned.
- 1.7 Offeror should enter Texas Identification Number System (T.I.N.S.) number, full firm name and address of respondent on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of an offer, in the block provided in the upper right hand corner. The Texas ID Number is the payee identification number assigned and used by the Comptroller of Public Accounts of Texas to process payment for goods and services. If this number is not known, please visit https://fm.xcpa.texas.gov/fm/pubs/payment/pay_pro_pol/?s=ppp_forms&p=app_tin to set up a Texas Identification Number:

Enter Federal Employer's Identification Number

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In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website: <http://www.irs.gov/businesses/>.

- 1.8 Offers are subject to negotiation.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in offer. Excise Tax Exemption Certificates are available upon request.
- 1.10 **Award Notice:** The State reserves the right to make an award on the basis of low line item offer,

low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all offer items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any offer, waive minor technicalities and award the offer to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.

- 1.11 Consistent and continued tie bidding could cause rejection of offers by the TDCJ and/or investigation for antitrust violations.

2. Specification:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Offers on brands of like nature and quality will be considered unless advertised as a proprietary purchase under Government Code, Title 10, Subtitle D, Sec. 2155.067. If offering on other than reference specification(s), offer should show manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the offer. Failure to take exception to specifications or reference data will require offeror to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items offered shall be new, unused, not refurbished, and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and offer number. Do not enclose in or attach offer to sample.
- 2.5 Any oral statement or representation will not bind the State contrary to the written specifications of the Request for Offer (RFO).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the RFO.

3. Tie Offers:

Awards will be made in accordance with 34 TAC Rules 20.207 (c) (2) and 20.306 (preferences).

4. Delivery:

- 4.1 Show number of days required to place material in TDCJ's receiving location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates respondent to delivery in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the TDCJ. Vendor must keep the TDCJ advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TDCJ to purchase the goods and services of this RFO elsewhere and charge any increased costs for the

goods and services, including the cost of rebidding, to the respondent.

- 4.3 No substitutions permitted without written approval of the TDCJ Contracts and Procurement Department.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from the TDCJ.

5. Inspection And Tests:

All goods will be subject to inspection and test by the State. Authorized TDCJ personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the offer or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. Award of Contract:

- 6.1 A response to this RFO is an offer to contract based upon the terms, conditions and specifications contained herein. Offers do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2157.003, 2155.074 and Section 2156.007 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
- 6.2 The TDCJ award policy shall consist of, but not be limited to, the following factors in combination, but not necessarily in their order of importance:
 - A. Prices;
 - B. Offerors previous record of performance and service;
 - C. Quality and conformance to specification;
 - D. Any other best value factors so indicated.

7. Advertising of Award

The awarded vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the TDCJ or is considered by the TDCJ to be superior to other products or service

8. Payment:

Payment shall be made thirty calendar days after the later of (1) the date an uncontested invoice is received, (2) the date goods are received, and (3) the date services are completed. Refer to Texas Government Code, Chapter 2251.

9. Vendor Maintenance Direct Deposit and Substitute W-9 Form (Electronic Funds Transfer):

Government Code 403.016 (c) (3) encourages state agencies to transmit payments to vendors through electronic funds transfer (Direct Deposit). To set up your account, contact agency Accounts Payable Branch at (936) 437-8761 or (936) 437-6357. Regardless as to whether Direct Deposit is chosen, the awarded vendor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
REQUEST FOR OFFER TERMS AND CONDITIONS**

ITEMS BELOW APPLY TO AND BECOME A PART OF OFFER.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

| | | |
|---|--|--|
| <p>to TDCJ Accounts Payable. Vendors who have already submitted a form for another separate purchase order are not required to submit another form. The form and instructions are found at the following link on the TDCJ website: http://www.tdcj.texas.gov/divisions/bfd/acct_accts_pay.html. To enroll for advance notification of electronic funds transfer to your account, please contact the number listed above. Payment information may be obtained by calling the Comptroller of Public Accounts toll free at (800) 531-5441, ext. 3-3660 or in Austin, Texas, call (512) 463-3660 or to receive via fax, call (512) 936-3461 or via the Internet at https://fmxcpa.state.tx.us/fm/payment/index.php. Vendors may select Option 3 (PIN not required) and enter their vendor identification number and 696 for the agency number.</p> <p>10. Shipping and Invoice Instructions:</p> <p>Failure to follow these shipping and invoice instructions may result in merchandise being rejected at the receiving dock and returned to the vendor without notice.</p> <p>Shipping Instructions:</p> <ol style="list-style-type: none">1. Ensure item(s) is sent to the correct unit/department within the TDCJ as listed on the purchase order.2. Do not over ship. Overages shall be returned at the vendor's expense unless items are of indeterminable quantity such as sand or gravel.3. Ship individual line items complete.4. Each part shipped shall have a part number or be tagged with a part number as it appears on the purchase order. If items are shipped without a part number, they will be returned to the vendor at vendor's expense.5. Include or mark purchase order numbers on all packing slips, cartons, packages, bundles, etc. <p>Invoicing Instructions:</p> <ol style="list-style-type: none">1. The invoice must be itemized with the description, unit price, unit of measure and extension exactly as listed on the purchase order.2. Only items listed on the purchase order may be billed and paid for by the TDCJ.3. Any changes to the purchase order are only valid upon receipt of a purchase order change notice (POCN) from the authorized purchaser.4. Invoices must reference the purchase order number. Only one purchase order number on an invoice. (Purchase order number always begins with an "E", example – EX000123)5. Vendor must supply a valid payee identification number (PIN) on each invoice.6. Invoices must be sent to Accounts Payable, P.O. Box 4018, Huntsville, TX 77342-4018. *Only discounted invoices may be emailed.7. Discounted invoices may be emailed to tdcj.ap-invs@tdcj.texas.gov.8. Submit separate invoices for each shipment/per location. <p>11. Indemnification</p> | <p>11.1 Acts or Omissions</p> <p>Vendor shall defend, indemnify, and hold harmless the State of Texas and Customers, 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 Vendor 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 VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.</p> <p>11.2 Infringements</p> <ol style="list-style-type: none">A. Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.B. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.C. If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace | <p>the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.</p> <p>11.3 The parties agree that the terms, covenants and provisions of paragraphs 11.1, and 11.2, shall survive the termination of this purchase order.</p> <p>12. Vendor Assignments:</p> <p>Vendor hereby assigns to TDCJ any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01 et seq. (1967).</p> <p>13. Recycled Products:</p> <p>Any product(s) being offered on this solicitation containing recycled material, whether post-consumer or pre-consumer, or is a product that has been remanufactured, rebuilt, or otherwise restored to a like new condition, shall be indicated as such on the appropriate line items as having either a recycled content or is a remanufactured product.</p> <p>14. Material Safety Data Sheets:</p> <p>When applicable, Material Safety Data Sheets are to be provided with each shipment.</p> <p>15. Electronic and Information Resources Accessibility Standards, as required by 1 TAC Chapter 213:</p> <p>15.1 State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.</p> <p>15.2 Vendor shall provide the TDCJ 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 Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services' Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the TDCJ with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/</p> <p>16. E-Verify System</p> <p>The TDCJ shall require the following as a condition of all service contracts:</p> <p>By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:</p> <ol style="list-style-type: none">1. All persons employed to perform duties within Texas, during the term of the Contract; and2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to |
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| <p>the Contract, within the United States of America.</p> <p>The Contractor shall provide, upon request of the TDCJ, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.</p> <p>If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.</p> | <p>individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any respondent subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.</p> <p>Name: _____</p> <p>Social Security Number: _____</p> <p>Name: _____</p> <p>Social Security Number: _____</p> <p>Name: _____</p> <p>Social Security Number: _____</p> <p>Name: _____</p> <p>Social Security Number: _____</p> <p>FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Texas Family Code Section 231.006 requires a bid or an application for a contract, grant, or loan paid from state funds to include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. The Social Security number(s) will be kept confidential and only disclosed in accordance with Texas Family Code Section 231.302.</p> | <p>satisfaction of debts or delinquencies to the State of Texas.</p> <p>17.8 Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the offer to be evaluated:</p> <p>Name of Former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of Separation from State Agency: _____</p> <p>Position with Respondent: _____</p> <p>Date of Employment with Respondent: _____</p> <p>17.9 In accordance with Section 2155.4441, Government Code, respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.</p> <p>17.10 Respondent represents and warrants that payment to the respondent and the respondent's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by Section 556.005 or Section 556.008, Government Code, relating to the prohibition of using state funds for lobbying activities.</p> <p>17.11 Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TDCJ under the RFO and any resulting contract, if any, and that respondent's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.</p> <p>17.12 Respondent certifies that they are in compliance with Section 572.069 of the Government Code relating to employment of a former state officer or employee. A former state officer or employee of the TDCJ who during the period of state service or employment participated on behalf of the TDCJ 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 officer's or employee's service or employment with the TDCJ ceased.</p> <p>17.13 If the respondent is required to make a certification pursuant to Texas Government Code, Section 2270.002, the respondent certifies that they are in compliance with Chapter 2270 of the Government Code relating to the prohibition of a state agency contracting with companies that boycott Israel or boycotts Israel during the term of the Contract. The respondent certifies that the individual or business entity named in this offer 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.</p> <p>17.14 Respondent certifies that they are in compliance with Chapter 2252.152 of the Government Code relating to the prohibition of a state agency contracting with companies that are engaged in business with Iran, Sudan, or foreign terrorist organizations. The respondent certifies that the individual or business entity named in this offer or Contract is not ineligible to receive the specified Contract and acknowledges that this</p> |
| <p>17. Respondent Affirmation:</p> <p>Signing this offer with a false statement is a material breach of contract and shall void the submitted offer or any resulting contracts, and the respondent shall be removed from all RFO's. By signature here on affixed, the respondent hereby certifies that:</p> <p>17.1 Suspension, Debarment, and Terrorism: Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that respondent is in compliance with the State of Texas statutes and rules relating to procurement and that respondent is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.</p> <p>17.2 The respondent 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 offer.</p> <p>17.3 Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 12, above), nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.</p> <p>17.4 Pursuant to Section 2155.004, Government Code, neither the respondent nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of the specifications for this RFO. Under Section 2155.004, Government Code, the respondent certifies that the individual or business entity named in this offer 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. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.</p> <p>17.5 Pursuant to Section 231.006 (d), Family Code re: child support, the respondent certifies that the</p> | <p>17.6 Sections 2155.006 and 2261.053, Government Code, prohibit state agencies from awarding contracts to any 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, Government Code, occurring after September 24, 2005. Under Section 2155.006 and 2155.0061, Government Code, the respondent certifies that the individual or business entity named in this offer 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.</p> <p>17.7 As required by Section 2252.903, Government Code, respondent agrees that any payments due under a purchase order or contract resulting from this RFO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full, regardless of when it arises. Respondent shall comply with rules adopted by the Comptroller of Public Accounts under Sections 403.055, 403.0551, 2252.903, Government Code and other applicable laws and regulations regarding</p> | |

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| <p>Contract may be terminated and Payment withheld if this certification is inaccurate.</p> <p>17.15 Bidder certifies that they are in compliance with Chapter 2274 of the Government Code relating to the prohibition of contracts or other agreements with certain foreign-owned companies in connection with critical infrastructure in this state. The bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified Contract and acknowledges that this contract may be terminated and Payment withheld if this certification is inaccurate..</p> <p>17.16 Pursuant to Texas Health & Safety Code Section 161.0085, 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. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.</p> <p>17.17 Pursuant to 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 Government Code Section 2274.0103, or (2) headquartered in any of those countries.</p> <p>17.18 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.</p> <p>17.19 If Respondent is required to make a verification pursuant to Section 2274.001 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate in its Response and state why the certification is not required.</p> <p>17.20 Under 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.</p> <p>17.21 If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, 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 Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.</p> | <p>17.22 Pursuant to Texas Constitution, Article VIII §6, respondent shall defend, indemnify, and hold harmless agency and the State of Texas from and against any and all claims, violations, misappropriations or infringement of any patent, trademark, copyright, trade secret or other intellectual property rights and/or other intangible property, publicity or privacy rights, and/or in connection with or arising from: (1) the performance or actions of Respondent pursuant to this contract; (2) any deliverable, work product, configured service or other service provided hereunder; and/or (3) Agency's and/or Respondent's use of or acquisition of any and/or Respondent's use of or acquisition of any requested services or other items provided to Agency by Respondent or otherwise to which Agency has access as a result or Respondent's performance under the contract. Respondent and agency agree to furnish timely written notice to each other of any such claim. Respondent shall be liable to pay all costs of defense, including attorney's fees. The defense shall be coordinated by Respondent with the office of the Texas Attorney General (OAG) when Texas State Agencies are named defendants in any lawsuit and Respondent may not agree to any settlement without first obtaining the concurrence from OAG. In addition, Respondent will reimburse Agency and the State of Texas for any claims, damages, costs, expenses or other amounts, including, but not limited to, attorneys' fees and court costs arising from any such claim. If Agency determines that a conflict exists between its interests and those of Respondent or if Agency is required by applicable law to select separate counsel, Agency will be permitted to select separate counsel and Respondent will pay all reasonable costs of Agency's counsel.</p> <p>17.23 Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.</p> <p>18. Note to Respondents:</p> <p>Any terms and conditions attached to an offer will not be considered unless specifically referred to on this offer form and may result in the disqualification of the offer.</p> <p>19. Protest Procedures:</p> <p>Any actual or prospective respondent who is aggrieved in connection with this RFO, evaluation, or award of any contract resulting from this RFO, may formally protest as provided in TDCJ's rules found in Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter D, Rule 155.41.</p> | <p>20. Dispute Resolution:</p> <p>Any dispute arising under this Contract that is not disposed of by mutual agreement between the TDCJ and Contractor shall be resolved according to "Procedures for Resolving Contract Claims and Disputes," Rule 155.31, Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C.</p> <p>A. If authorized to adjudicate a breach of contract claim against the TDCJ under Chapter 114, Civil Practice and Remedies Code, Contractor, prior to filing suit, shall comply with the dispute resolution process in subsections 155.31(h) – (q) of Rule 155.31 "Procedures for Resolving Contract Claims and Disputes." However, references therein to Chapter 2260 or the State Office of Administrative Hearings shall be inapplicable if contractor files suit under Chapter 114, Civil Practice and Remedies Code, after completion of the dispute resolution process.</p> <p>B. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.</p> <p>C. This provision shall not be construed to prohibit contractor from seeking any other legal or equitable remedy to which it is entitled.</p> <p>21. Availability of Funds for Next Fiscal Year</p> <p>Funds are not presently available for performance under this contract beyond the current fiscal year for which the contract becomes effective. (Note: a state agency's fiscal year begins September 1st and runs through August 31st). TDCJ's obligation for performance of this contract beyond the fiscal year for which the contract becomes effective is contingent upon legislative approval and the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of TDCJ for any payment may arise for performance under this contract beyond the fiscal year for which the contract becomes effective until funds are made available to TDCJ for performance and until the contractor receives notice of availability. Refer to Section 23, Paragraph 2, Termination for Unavailability of Funds, for TDCJ's right to terminate this contract in the event it is appropriated insufficient funds.</p> <p>22. Termination for Unavailability of Funds</p> <p>The payment of money by TDCJ 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. Neither the State, TDCJ 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 term of this contract, be made by the Legislature of the State.</p> <p>The contractor acknowledges that TDCJ does not receive a "line item appropriation". If the funds appropriated are not sufficient to pay for TDCJ's operating expenses, contractual obligations and other financial obligations, TDCJ, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay. In the event TDCJ determines it was not appropriated sufficient money, TDCJ may terminate this contract without paying contractor any additional money or penalty; provided that TDCJ will pay the contractor for obligation that occurred up to the time of termination.</p> |
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23. Texas Public Information Act

Notwithstanding any provisions of this RFO to the contrary, respondent understands that TDCJ will comply with the Texas Public Information Act (Chapter 552, Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, respondent will refer to TDCJ any third party requests, received directly by respondent, for information to which respondent has access as a result of or in the course of performance under any contract resulting from this RFO. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the respondent.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid or contract/purchase order and the contractor or vendor agrees that the contract/purchase order can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code.

24. Right to Audit

24.1 In addition to and without limitation on the other audit provisions of this RFO, pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of the respondent or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the respondent or any other entity or person directly under this contract or indirectly through a subcontract under this 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, the respondent or other 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 or audit. This RFO or any contract resulting from this RFO may be amended unilaterally by TDCJ to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003, Texas Government Code. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the respondent and the requirement to cooperate is included in any subcontract it awards.

24.2 The parties agree that the terms, covenants and provisions of paragraph 25.1 shall survive the termination of this purchase order.

25. Fraud, Waste or Abuse

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. 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 <http://sao.fraud.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 1-936-437-7100, or Crime Stoppers at 1-800-832-8477.

26. Conflict of Interest

Under Section 2155.003, Government Code, a TDCJ employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers.

27. Disclosure of Interested Parties

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars 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/whatsnew/elf_info_for_m1295.htm.

28. Force Majeure:

Neither respondent nor TDCJ shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this RFO 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. Force majeure to include but are not limited to, acts of God, or of the public enemy, fires, floods, epidemics, strikes, freight embargos, or unusually severe weather, 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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

29. Independent Contractor

Respondent is and shall remain an independent contractor in relationship to the TDCJ. The TDCJ shall not be responsible for withholding taxes from payments made under any contract resulting from this RFO. Respondent shall have no claim against the TDCJ for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

30. 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 respondent 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 State by the respondent upon completion, termination, or cancellation of this contract. Respondent may, at its own expense, keep copies of all its writings for its personal files. Respondent shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of respondent's obligations under this contract without the prior written consent of the State; provided, however, that respondent 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.

Disclaimer

Interested bidders must submit their name, address, fax number, and e-mail address to the TDCJ contact person to ensure they receive amendments. Amendments to this solicitation will be posted on the Electronic State Business Daily. The TDCJ will not be responsible for any bidder's failure to receive amendments or changes if the bidder has not submitted their name, address, fax number, and e-mail address. This information may be submitted via facsimile or e-mail. It is the responsibility of the bidder to contact the agency prior to the closing date to confirm they have received all amendments, if any.