



Texas Juvenile Justice Department
1801 N. Congress Ave.
Austin, TX 78701

REQUEST FOR PROPOSAL

Research Strategy for Staff Services
RFP# 644-25-022425

NIGP Class/Item 918-12
Posting Date: October 21, 2025

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Glossary and Terms

Calendar Days – All references to “Days” in this Agreement shall mean calendar days unless otherwise specified. If any deadline falls on a weekend or public holiday, the deadline shall be extended to the next business day.

Business Days – For the purposes of this Agreement, “Business Day” means any day other than a Saturday, Sunday or public holiday on which banks and commercial institutions are open for business in the State of Texas.

Contractor – A Contractor is a person or business entity that enters into a formal agreement (contract) to perform specific work provide services, or deliver goods for another party, typically in exchange for payment.

Respondent – A Respondent is the individual or entity that replies to a legal or contractual action, such as a complaint, petition or request for proposal (RFP). This party is not the initiator of the action but is required to respond to it.

SECTION I GENERAL INFORMATION

A. INTRODUCTION:

The Texas Juvenile Justice Department (TJJD) is seeking to procure research services/staff augmentation to develop a comprehensive, longitudinal study of workforce and service-user experiences, mental health impacts, and operational effectiveness. The study will analyze organizational culture, environmental stressors, and those interventions with proven outcomes, such as those listed in the Office of Juvenile Justice and Delinquency Prevention (OJJDP Model) Programs Guide practices for optimizing youth rehabilitation services and employee wellness.

B. BACKGROUND:

Despite increased research on adult correctional workers, there remains a significant knowledge gap regarding the experiences of youth correctional staff and the impact of operational stress injuries (OSIs) and post-traumatic stress disorder (PTSD). Juvenile correctional officers often work in uniquely challenging environments marked by high emotional demands, unpredictability, and frequent exposure to traumatic incidents involving youth. These stressors can stem from managing aggressive behavior, witnessing self-harm, or navigating the emotional toll of youth trauma and developmental disorders.

Unlike adult facilities, juvenile correctional institutions require staff to not only enforce rules and maintain safety but also to engage in therapeutic and rehabilitative roles. This dual responsibility creates a complex occupational role that can increase emotional labor, burnout, and moral injury. However, these dynamics are underexplored in existing literature, which limits our understanding of the specific mental health challenges juvenile correctional officers face and how they differ from those in adult settings.

Research is required to assess protective and risk factors for Texas Juvenile Justice Department (TJJD) employees and youth service-users, thereby informing best practices, improving workforce wellness, and optimizing rehabilitation outcomes. Identifying early indicators of stress, institutional culture impacts, staff support mechanisms, and coping strategies can help build evidence-based interventions tailored for the juvenile correctional context. Moreover, understanding the bidirectional effects between staff well-being

and youth outcomes is essential, as staff mental health is closely tied to the quality of care, youth behavior, and the overall effectiveness of juvenile justice rehabilitation efforts.

In sum, targeted research will help fill a critical void, offering actionable insights to enhance safety, retention, training protocols, and therapeutic environments within juvenile justice systems.

The Texas Juvenile Justice Department (TJJD) Requires a robust research plan that does the following.

1. Informs practice in TJJD
2. Improves wellness among TJJD employees, service users, and collateral impacts (loved one of all)
3. Responses to investigative needs
4. Protects against occupational stress injuries

C. PERIOD OF PERFORMANCE:

The initial term of the Contract shall be three years, commencing on January 10, 2026 and ending on January 9, 2029. The Contract includes two (2) one year renewal options. The renewal of the Contract is at the sole discretion of the Texas Juvenile Justice Department (TJJD) and shall be executed through written amendment signed by both parties. TJJD Shall provide the Contractor with written notice of its intent to renew the Contract at least thirty (30) days prior to the start of any renewal period. The terms, conditions, and rates for all renewals shall remain as stated in the Contract, subject to any approved changes.

Period of Service:

- Initial Three-year Term: January 10, 2026 through January 9, 2029
- Optional Renewal One: January 10, 2029 through January 9, 2030
- Optional Renewal Two: January 10, 2031 through January 9, 2031

D. SOLICITATION POINT OF CONTACT FOR TJJD

1. TJJD Contact Information for Solicitation:

The TJJD Contract Specialist for this RFP will be:

Charles P. Matuke, CTCM, CTCD
Texas Juvenile Justice Department
1801 N. Congress, Austin, Texas 78701
Telephone: (512) 490-7720; Facsimile: (512) 490-7717
Email: Charles.P.Matuke@tjtd.texas.gov

Secondary Contract Specialist Contact:

Vickie Griffin, CTCM, CTCD
Texas Juvenile Justice Department
1801 N. Congress, Austin, Texas 78701
Telephone: (817) 808-2185 Facsimile: (512) 490-7717
Email: Vickie.Griffin@tjtd.texas.gov

The Contract Specialist will be the point of contact throughout the solicitation process. No other TJJD staff will be able to provide information or answer questions regarding this solicitation. The only exceptions to the Sole Point of Contact are the HUB Coordinator, or, if expressly directed by the Sole Point of Contact, another designated TJJD representative, e.g., during contract negotiations, if any. Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan (HSP), the HUB coordinator may be contacted at:

2. TJJD Historically Underutilized Business (HUB) Coordinator

Name: Kellie Love

Telephone: 254-218-2065

Email: Kellie.Love@tjjd.texas.gov

E. ADDITIONAL INFORMATION

- a. It is the intention of TJJD to issue one contract award for the services described within this solicitation.
- b. Any Respondent submitting a proposal in response to this solicitation accepts TJJD's methodology and evaluation process listed herein for awarding contracts.

SECTION II SCOPE OF WORK

A. STATEMENT OF WORK:

TJJD is seeking to procure research services/staff augmentation to establish a robust research strategy to develop a comprehensive, longitudinal study of workforce and service-user experiences, mental health impacts, and operational effectiveness. The study will analyze organizational culture, environmental stressors, and best practices for optimizing youth rehabilitation services and employee wellness. Research is required to assess protective and risk factors for TJJD employees and youth service-users, thereby informing best practices, improving workforce wellness, and optimizing rehabilitation outcomes.

B. SCOPE OF WORK:

TJJD is in need of research services/staff augmentation to be able to implement a robust research strategy. This will improve staff augmentation inform retention strategies, and optimize environments for TJJD youth correctional staff. TJJD seeks a professional researcher to design and implement a sustainable research strategy for TJJD.

1. Respondent to provide a research strategy that TJJD can implement. The research strategy shall include the following key project objectives:
 - a. Inform evidence-based practice within TJJD facilities;
 - b. Enhance workforce and youth well-being;
 - c. Respond to investigative needs and operational challenges;
 - d. Develop protective measures against occupational stress injuries;
 - e. Improve TJJD recruitment and retention strategies; and
 - f. Ensure effective data-driven decision-making.
2. Respondent requirements:
 - a. Respondent must have a proven track record of success conducting similar research services for large scale organizations, demonstrating expertise in improvement strategies in correctional workforce research.
 - b. Respondent must demonstrate a strong history of collaboration with both executive leadership and frontline staff, ensuring a comprehensive and inclusive approach to conduct the research and provide strategies and implementation of improvements.

- c. Respondent to describe the proposed method of conducting thorough research services on correctional type entities like TJJD,
- d. Respondent to provide details on longitudinal and qualitative methodologies.
- e. Respondent to provide improvement strategies to identify and rectify occupational stress to promote employee wellness, and to address any gaps or inefficiencies.
- f. Respondent to offer a clear implementation strategy for recommended changes. Ability to lead a team of professionals.
- g. Respondent to create and implement sustainable research strategies for complex organizations, such as TJJD.
- h. Respondent to ensure that all recommendations align with the TJJD's goals and comply with relevant state and federal regulations.
- i. Respondent to provide an overall project schedule that includes anticipated project start date, site visits, and deliverables with dates, resources, and milestones for the project.
- j. The services shall be provided either virtually and/or in-person, depending on the needs of the assessment. The research services will be conducted at the TJJD facilities listed in section 4 Service Locations and community-based programs:
- k. Respondent must adhere to TJJD policies, including background checks, Prison Rape Elimination Act (PREA) compliance, and CJIS security for all personnel involved in this research.
- l. Respondent must adhere and complete data sharing policy.
- m. Respondent must work closely with the designated TJJD contract manager to ensure that project milestones and deliverables are met.

Respondent to provide a summary of deliverables required in this solicitation and any additional deliverable the Respondent plans to execute this effort using **Table 1** format below. The summary should include:

Table 1. Sample Deliverable List Format

Deliverable No.	Deliverable Description	Estimated Due Date
1	Develop Survey instruments and interview guides	On-going through contract term
2	Conduct employee surveys	First quarter every even numbered year
3	Conduct youth resident survey.	First quarter every odd numbered Year
4	Complete climate and culture study	On-going through contract term-assessment paper to executive team 3 rd quarter of each year
5	Publish annual research findings	On-going through contract term-fourth quarter of each year or upon completion of significant project
6	Implement workforce wellness initiatives	On-going through contract term

- n. Respondent to provide a description of key deliverable/milestone and estimated dates to be completed.

REPORTS:

Respondent must provide to TJJD:

- a. Even year surveys of employees;
- b. Odd year surveys of youth residents;
- c. Annual progress reports, provided at the end of the month of August each year;
- d. Biannual culture and climate assessments provided at the end of the month of August each year

C.TJJD RESPONSIBILITIES:

TJJD shall provide the following to the awarded Respondent:

1. Access to TJJD facilities and relevant personnel and documentation needed for this research project;
2. Provide relevant historical data for comparative analysis;
3. Act as the facilitator for any necessary meetings between the awarded respondent and TJJD staff;
4. Facilitate recruitment of research participants; and
5. Provide a TJJD Point of Contact

D. Respondent shall provide the following:

1. Proposed Research Strategy

Describe how you intend to meet the goals as stated in this solicitation. Provide a detailed description of the:

- i. Data Collection and Analysis
- ii. Survey Implementation
- iii. Research Design and Implementation;
- iv. Reporting and Publication;
- v. Ethical Compliance

2. Sustainability Plan

- i. Describe your research services sustainability plan in detail for proposed research strategy.

E. SERVICE LOCATIONS:

Texas Juvenile Justice Department

Central Support Office
1801 N. Congress Ave.; Suite 13.1400
Austin, Texas 78701

Gainesville State Juvenile Correctional Facility

1379 FM 678
Gainesville, Texas 76240

Giddings State Juvenile Correctional Facility

1027 Pvt. Rd 2261
Giddings, Texas 78942

Mart State Juvenile Correctional Facility

116 Burleson Road
Mart, Texas 76664

Ron Jackson State Juvenile Correctional Facility

611 FM 3254
Brownwood, Texas 76801

Evins State Juvenile Correctional Facility

3801 E. Monte Cristo Road
Edinburg, Texas 78541

Travel details to these facilities will be provided during contract negotiations.

F. PERFORMANCE STANDARDS:

Acceptable Quality Level (AQL): Respondent recognizes that TJJD is paying Respondent to deliver the services specified herein. Respondent is required to meet a minimum quality level to include at least a ninety-nine percent (99%) accuracy of research strategy. The AQL is defined as the level of service at which the service will be provided properly as agreed upon in the contract and below which the contract payment shall be withheld until corrective actions are taken. In addition, if service remains below the AQL without required correctives being taken, damages shall be assessed.

G. TRAINING:

Respondent to provide training specific to this project and aligned with TJJD needs as follows:

Provide training for TJJD's current research team and oversight staff on the newly developed strategy, ensuring long-term effectiveness and alignment with the TJJD's goals.

1. Provide a customized training curriculum to meet TJJD needs, and
2. Provide an annual ongoing training plan for TJJD staff and facilities.

Respondent shall provide all necessary training and work with TJJD personnel to monitor the progress of the training, throughout the duration of the contract.

H. PERFORMANCE MEASURES:

Awarded Respondent will meet the following performance measures:

1. Provide all final deliverables as outlined in this Solicitation by the due date outlined.
2. Meet project deadlines as determined in collaboration between TJJD and Awarded Respondent.

I. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by TJJD's contract manager or designee.
2. All deliverables must be submitted in a format approved by TJJD contract manager.

3. If the deliverable cannot be provided within the scheduled timeframe, the Respondent is required to contact the TJJD contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
4. A request for a revised schedule must be reviewed and approved by the TJJD contract manager before any changes in scheduling will be permitted. Contract Terms and Conditions shall dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
5. TJJD will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by TJJD.
6. Relevant quality assurance processes that will apply, such as change management, acceptance, and risk and issue management. Respondent will utilize an agreed upon Project Management methodology.

J. RESPONDENT QUALIFICATIONS:

Respondent shall have the experience and qualifications required to provide the research services requested in the RFP including, but not limited to, the following:

1. Be, in TJJD's sole judgment, an established company that is financially stable with the ability to meet the financial responsibilities of this project; and
2. Respondent must have a five (5) or more years' experience in research, strategy development and administering the strategy.
3. Respondent shall have a proven track record of successfully conducting similar research services for large organizations, demonstrating expertise in evaluating and improving complex processes.
4. Respondent shall demonstrate a strong history of collaboration with both executive leadership and frontline staff of TJJD, ensuring a comprehensive and inclusive approach to the assessment and implementation of improvements.
5. Respondent shall be able to provide the services in either virtually and/or in-person, depending on the needs of the assessment.
6. Respondent shall demonstrate expertise in correctional workforce research, juvenile justice, and organizational culture studies.
7. Respondent to have experience in large-scale, longitudinal study design.
8. Respondent shall have capacity to conduct quantitative and qualitative analyses.

K. RESPONDENT PERSONNEL QUALIFICATIONS:

1. Key technical staff must be available Monday thru Friday, 8 a.m. thru 5 p.m. to provide required services.
2. Respondent and/or Key Personnel must have a minimum of five (5) years' experience in operating, administering and maintaining and installed or web-based recruitment and retention system.
3. TJJD prefers Respondent personnel to have extensive experience and high skill levels in areas related to the services requested in this RFP. These skills include:
 - a. Excellent written and oral communication skills with the ability to communicate with people of executive leadership to frontline staff levels;
 - b. Understanding the TJJD hiring and onboarding processes, risk factors, workforce wellness, operational stress injuries, post-traumatic stress disorder (PTSD) and how to achieve more effective and efficient outcomes.
 - c. Developing and presenting assessment outcomes to TJJD staff;
 - d. Developing documentation and reports of the type specified in this RFP; and
 - e. Research team with expertise in juvenile justice, mental health, and organizational psychology.
 - f. Experience in conducting structured interviews and using qualitative analysis software (e.g., NVivo)

L. SUBCONTRACTORS:

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Respondent. No subcontract under the Contract shall relieve the primary Respondent of the responsibility for the service. If the Respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

1. If the Respondent is planning to subcontract any portion of the work, identify the proposed subcontractors in their initial proposal and TJJD must approve all subcontractors and subsequent contracts and obtain prior approval from TJJD before Respondent enters into any subcontract agreements;
2. Subcontracting shall be at the Respondent's expense;
3. TJJD retains the right to check subcontractor's background and make approval determination as to the use of the proposed subcontractor(s); and
4. The Respondent shall be the only contact for TJJD and subcontractors. Respondent shall designate a point-of-contact for all TJJD and subcontractor inquiries.

M. INVOICING:

Awarded Respondent will submit invoices to the TJJD Claims Department via email at tjjdinvoice@tjjd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N. Congress, Austin, Texas 78701.

Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice or billing statement. Awarded Respondent shall submit one (1) invoice showing the Awarded Respondent name, address, TJJD contract number, payee I.D., itemization of the services provided, itemized hourly amount of services provided, the name and division of TJJD Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this Contract without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Awarded Respondent acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

N. CHANGE CONTROL:

The Contract shall only be amended or supplemented in writing, executed by the parties hereto or their successors, and expressly made a part of the Contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change the TJJD contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

**SECTION III
PROPOSAL SUBMITTAL INFORMATION**

- A. SCHEDULE OF EVENTS:** The following dates represent TJJD's desired schedule of events associated with this solicitation. TJJD reserves the right to modify these dates at any time, with appropriate notice to prospective respondents.

EVENT	DATE
=====	=====
Issue solicitation	October 21, 2025
Deadline for Submission of Questions	October 29, 2025, 3:00 P.M. CT
Deadline of TJJD's response to Questions	November 7, 2025
Deadline for Submission of Proposals	November 17, 2025, 2:30 P.M. CT
Complete Evaluation and Review of Proposals	December 1, 2025
Execute Contract	December 18, 2025
Commence Services	January 10, 2026

All inquiries that result in a change to the solicitation or that TJJD deems necessary for clarifications will result in a written addendum.

B. PROPOSAL REQUIREMENTS:

1. Purpose of Instructions

The following paragraphs set forth instructions for proposal preparation and the required format. These instructions are designed to assure the submission of information essential to the understanding and comprehensive evaluation of the Respondent's proposal. Proposals shall be prepared in accordance with these instructions providing all required information in the format specified. *Failure of a proposal to show compliance with these instructions shall be grounds for exclusion of the proposal from further consideration.*

2. Submission of Proposal

Proposals must be typed using **12-point font** print, all pages numbered, a table of contents included, and sections clearly tabbed. Do not submit printed firm brochures with the Proposal. Proposals shall be submitted under the tabs as described above.

a. Each proposal must contain individual sections, as well as subsections addressing each of the solicitation criteria in order.

b. Proposals must be received by TJJD by email to the TJJD contact person listed in this solicitation. Proposals must be received by TJJD on or prior to the **due date stated in the Schedule of Events**.

c. Proposal should be attached as one (1) PDF file in an email and emailed to Ebids email address listed in this solicitation. The email subject line must have the solicitation number and name and respondent's business name. The text in the email shall contain this information along with the submittal deadline/opening date, and time. It is the Respondent's responsibility to ensure that the email for the proposal contains this information and is emailed to TJJD by the specified due date and time. TJJD is not responsible for delays that may occur in electronic submission or email servers.

d. Receipt of all addenda to this solicitation should be acknowledged by returning a signed copy of each addendum to the response as part of the Respondent's submitted proposal. The Respondent's failure to acknowledge receipt of all addenda to this solicitation will in no way release the selected Respondent from "addenda or additional information" resulting in additional costs to meet the requirements of the solicitation.

e. Responses submitted shall constitute an offer for a period of one hundred twenty (120) days or until award is made by TJJD, whichever is later.

f. Respondent is responsible for all of their own costs of proposal preparation and submission for this solicitation.

g. 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.

h. Proposals will be subject to the Texas Public Information Act (Act), Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Respondent may request protection of trade and confidential information from public release by clearly marking each page on which this information

appears with "Confidential" in bold face type at least **14-point font**, however all information submitted is subject to the Act and considered for release.

i. Prospective Respondents are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the solicitation. Extraneous narrative, elaborate brochures, uninformative PR material, etc. shall not be submitted.

j. Telephone, mail, or Facsimile transmission of proposal will not be accepted.

k. Proposals from a partnership shall be signed in the firm name by at least one (1) general partner or in the firm name by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, dated and executed by all partners in the firm. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. Title of office held by the person signing for the corporation shall appear below the signature of the officer. 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's name. Proposals of 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.

Unsigned proposals will not be considered under any circumstances.

C. RESPONSE CONTENT REQUIREMENTS AND SUBMISSION:

Content: Below is a summary of requested information. Proposal submitted without this information will be evaluated accordingly. TJJD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The following documents must be submitted with the response. Failure to do so shall result in disqualification.

1. Response Content Submission:

- TAB 1** Transmittal Letter, addendums (if applicable), all signed, and **Attachment 1 - Preferences**
- TAB 2** Company Information and organization, organization profile, qualifications and experience
- TAB 3** Workplan: Approach and Methodology of Proposed Research Strategy and Sustainability Plan
- TAB 4** Experience in large scale study design
- TAB 5** Demonstrated expertise in Correctional Workforce Research
- TAB 6 Exhibit A – Execution of Offer**
- TAB 7 Exhibit B – Price Form**
- TAB 8** References and Past Performance
- TAB 9** Solicitation Exceptions and/or Assumptions
- TAB 10 Exhibit D - HUB Subcontracting forms**
- TAB 11 Exhibit E - Data Use Agreement**
- TAB 12 Exhibit F - PREA Training Policy Overview and Training Acknowledgement Form**

2. Description of TAB Information Content

TAB 1:

- a. Transmittal Cover Letter**, limited to two (2) pages, which shall include a brief statement of the Respondent's understanding of the work to be performed and summary of proposed features, signed.
- b. Acknowledgement of solicitation addendums**, if applicable, signed; and

- c. Preferences:** Describe all procurement preferences if applicable, to which you are entitled under the Texas Government Code, such as Disabled Service Veteran or Services from Economically Depressed or Blighted Areas in **Attachment 1 – Preferences**.

TAB 2:

a. Respondent Information: Including, but not limited to the following:

1. Description of Individual or Entity (e.g., Company), names and addresses of principal officers, directors, or partners.
2. Ownership, if a corporation, include the date and state of incorporation.
3. Primary Service location(s).
4. Physical and mailing address, if different.
5. Other service locations.
6. Telephone and facsimile number.
7. E-mail address and phone number of Respondent's primary contact.
8. Provide the name and address of the Respondent's insurance carrier, for the purpose of responding to this solicitation, the Respondent will not be required to purchase insurance, but must show the ability to provide such insurance as specified in the Terms and Conditions. Only Awarded Respondent will be required to provide insurance policy documentation.
9. Statement about whether or not any content in the Respondent's proposal is or will be copyrighted.
10. Describe any litigation your key personnel and company has been involved in over the past five (5) years.

b. Company Organization, Organization Profile

This tab shall consist of the Respondent's description of its organizational capabilities qualifications and experience and plans to satisfy and support the requirements of this solicitation.

NO PRICING DATA SHALL BE SUBMITTED IN THIS TAB.

- c.** This section shall contain a clear description of the entity submitting the proposal, including an outline of the history of the organization, organizational capabilities, goals and purposes, an organizational chart listing staff members and all satellite offices, and days and hours of operation.

d. Financial Requirements:

Be in good financial standing and current in payment of all taxes and fees such as state franchise fees. The Respondent must have the financial capacity to perform the requirements in accordance with the Contract. Consolidated financial statements are not acceptable. The financial statements must be for the specific business entity that is responding to the solicitation and throughout the duration of the term of Contract.

TAB 3: Workplan: Approach and Methodology of Proposed Research Strategy and Sustainability Plan:

- The workplan shall include a description of how you intend to meet the goals as stated in this solicitation. Provide a detailed description of the proposed Research Services for Staff Augmentation and Retention;
- Describe how the project will be administered;

- Include the proposed staffing structure through project completion; and
 - An implementation plan that starts from the date of the signing of the contract and includes data migration, training of TJJD personnel, user testing, rollout and initial implementation. Provide timeline for training and rollout per facility. Limit responses to facts, solutions to problems and plans of proposed action.
- a. Respondent shall provide and describe in their workplan how they intend to meet the requirements below:**
- 1. Data Collection and Analysis:**
 - a. Conduct environmental scans, surveys, and structured interviews;
 - b. Implement standardized self-report measures and validated assessment tools; and
 - c. Analyze workplace conditions and workforce mental health indicators.
 - 2. Survey Implementation:**
 - H. Conduct even-year surveys for employees and odd-year surveys for youth residents.
- **Research Design and Implementation:**
 - a. Develop a data collection and analysis plan; and
 - b. Implement a multi-year research trajectory focused on workforce retention, mental health, and service delivery.
 - **Reporting and Publication:**
 - a. Provide annual progress reports detailing findings and biannual progress report recommendations;
 - b. Develop an implementation plan for suggested improvements; and
 - c. Disseminate research findings to academic, organizational, and practitioner audiences.
 - **Ethical Compliance:**
 - a. Obtain Institutional Review Board (IRB) approval for all research activities; and
 - b. Maintain confidentiality of all employee and service-user data.

TAB 4: Experience in large scale study design (20 Points)

Respondent to provide experience in large-scale, longitudinal study designs.

TAB 5: Demonstrated expertise in Correctional Workforce Research (20 Points)

1. Provide description of a successful strategy in correctional workforce research and implementation for this type of research.
2. Provide information on previous projects and the implementation of project to that organization.

TAB 6: Exhibit A - Execution of Offer

Respondent shall complete and submit the Attachment A with Respondent's proposal.

TAB 7: Exhibit B - Price Form (20Points)**TAB 8: References and Past Performance:**

Provide a minimum of three (3) references for which similar services were performed or provided. Preferred references would be state or local agencies or organizations whose requirements were of like magnitude and scope as outlined in the solicitation. Respondent shall not include contracts where they performed only as a subcontractor or provided only partial delivery of services. Include program description, contact names, position, agency or organization name, e-mail address, and telephone number for each reference listed. Respondent should provide only references that have correct and active contact information for TJJD to be able to contact the references if TJJD decides to contact the references provided.

Respondent shall furnish the following information for each past and present reference contract:

1. Name of contracting activity;
2. Contract number;
3. Contract type (firm fixed price, cost reimbursement, etc.);
4. Total contract value;
5. Dates of contract performance;
6. Description of services performed;
7. Contracting officer and telephone number; and
8. Program/technical manager and telephone number.

TAB 9: Solicitation Exceptions and /or Assumptions:

In this section, Respondent shall indicate compliance with solicitation requirements set forth in the solicitation. It is not necessary to respond on a paragraph- by- paragraph basis; but to identify by reference, any exceptions in a single statement. If the Respondent agrees to the terms of the solicitation in its entirety, a single statement to that effect will suffice.

If the Respondent does not certify compliance with any of the above listed sections, Respondent shall also include in this section any assumptions used in preparing the proposal and any exceptions and/or requested changes. All deviations from the solicitation requirements or terms and conditions shall be fully explained and justified.

TAB 10: HUB Subcontracting Plan (HSP)**Historically Underutilized Business**

TJJD's promotes and encourages contracting and sub-contracting opportunities for State of Texas Historically Underutilized Businesses (HUBs). Successful Respondents are strongly encouraged to sub-contract with HUBs and may obtain assistance from TJJD to identify available HUBs, prior to, and after the award of any contracts from TJJD. TJJD and its contractors shall make a good faith effort to meet or exceed the statewide HUB participation goals set by the Texas Comptroller of Public Accounts (CPA). TJJD uses CPA policies regarding HUBs.

Respondent must state whether it is a Texas Certified Historically Underutilized Business (HUB). If yes, submit a copy of registration.

Respondent must submit a HUB Subcontracting Plan (HSP) submit it with proposal to be considered responsive. The forms for completing the HSP are attached as Attachment D. A proposal submitted in response to this solicitation that does not contain a HUB Subcontracting Plan, or if the plan submitted is determined not to be in good faith, will be considered non-responsive and be disqualified. The link to the CPA internet site for information regarding the HSP is:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Respondent must state its willingness to submit monthly compliance reports regarding its HSP.

It has been determined by TJJD that there are probable subcontracting opportunities in the scope of the work for this proposal/offer. Please fill out the HUB Subcontracting Plan forms and instructions, as part of Attachment D.

TJJD has provided a Good Faith Effort of potential areas of subcontracting based upon the TJJD's understanding of this procurement request. Respondents are not limited to the potential subcontracting areas listed below. TJJD is relying upon the respondent's expertise to also fully identify subcontracting opportunities that best align with their organization and this procurement request. Respondents, who intend to subcontract, are responsible for identifying **all areas that will be subcontracted** and must perform a good faith effort process for each identified subcontracting area as required by the HUB Subcontracting Plan Form documents.

HUB subcontracting opportunities may be available in the following commodity class/item codes:

Class	Item	Description
918	00	Consulting Services
918	06	Administrative Consulting
918	12	Analytical Studies and Surveys
918	85	Personnel/Employment Consulting

The list above is not, nor is it intended to be, a comprehensive list that identifies all subcontracting opportunities.

D. INQUIRIES:

1. All inquiries should be submitted in writing to Primary Contact:
Charles P. Matuke, **CTCM, CTCD** by email to Charles.P.Matuke@tjjd.texas.gov and
Secondary contact: Vickie Griffin, **CTCM, CTCD**, Vickie.Griffin@tjjd.texas.gov
2. All relative inquiries will result in written responses by addendum and posted to the Electronic State Business Daily (ESBD) at: <http://www.txsmartbuy.com/esbd.gov> If Respondent does not have Internet access, copies may be obtained through the point of contact listed above.
3. Beside written inquiries as described above, other employees and representatives of TJJD will not answer questions or otherwise discuss the contents of the solicitation with any potential service Respondent or their representatives. Failure to observe this restriction shall result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.
4. Any changes to this solicitation will be posted as an addendum on the ESBD It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a proposal. Failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the solicitation.

If this solicitation is amended by addendum all terms and conditions which are not modified remain unchanged.

E. TJJJ REPRESENTATIVE OF DISCUSSION AND CORRESPONDENCE

All communications and questions concerning this solicitation, including any of a technical nature, must be made through TJJJ Contracts Department. All correspondence and communication, including written questions, shall be directed to TJJJ's contact person listed in this solicitation.

Written answers to the questions will be provided to all respondents thru the ESD by addendum(s). Respondent should only rely on the written information provided in this manner. Respondent are specifically barred from making contact with any TJJJ personnel involved in this solicitation for the purpose of discussing their proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this solicitation. Respondents are specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon instructions given in this solicitation and any addendums thereto. Unauthorized contacts with TJJJ personnel could result in the proposal being rejected in its entirety.

F. POINT OF CONTACT:

The Respondent shall provide the name, address and phone number of a point-of-contact for questions concerning the submitted proposal.

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

G. QUESTION AND ANSWERS:

Respondents must submit all questions regarding this solicitation by email to the TJJJ point of contact for this solicitation. Questions regarding this solicitation will be accepted by the date and time specified in the Schedule of Events. TJJJ will respond to questions received no later than the date and time specified in the Schedule of Events.

By submission of an inquiry, Respondent acknowledges that the applicable inquiry and official answer may be shared with other Respondents and therefore Respondents will not include any confidential or proprietary information in such inquiries. TJJJ will not identify the Respondent that submitted any particular inquiry.

H. DELIVERY OF PROPOSALS:

1. Proposals shall be emailed to TJJJ at the following email addresses:

tjjd-contracts-ebids@tjjd.texas.gov

2. Proposals received by emailed to TJJJ after the deadline stated in the Schedule of Events in this section shall be disqualified and will not be evaluated.

I. PROPOSAL OPENING:

1. Proposals will be received until the date and time established for receipt. Proposals will be opened at stated time on the date of the Deadline for Submission of Proposals per the Schedule of Events.

2. Telephone calls and facsimiles are not acceptable when in response to this solicitation.

3. All submitted Proposals become the property of the State of Texas, after the deadline/opening date. Prices and terms will not be divulged until after contract award.

J. EVALUATION PROCESS:

Selection of proposal for award will be based on the Best Value to TJJD. TJJD will solely determine the Best Value through evaluation of each proposal. TJJD reserves the right to reject any and all proposals, or to re-solicit or cancel this solicitation, if such action is deemed in the best interest of the State of Texas and TJJD.

1. An evaluation committee will be established by TJJD to review and evaluate the proposals. The committee will include employees of TJJD and may include other impartial individuals who are not TJJD employees. No information will be provided to anyone about the status of the proposals while they are under evaluation.
2. At any stage in the process, TJJD may request clarification or additional information to provide the required service(s). Respondent's responses will become part of their proposal. TJJD 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.
3. The Proposal will be evaluated on the basis of the ability to meet the requirements of this solicitation. To be considered responsive, a proposal must set forth full, accurate, and complete information and all forms must be signed as indicated and as required by this solicitation. If the requirement is not met is considered a minor irregularity or an inconsequential variation, an exception may be made at the discretion of TJJD and the proposal will be considered responsive. This may occur only if the variation has negligible significance to price, quality, quantity, or delivery of services and does not affect the competitiveness of other proposals. **Please note: failing to sign - not signing in the required places and answering "no" to any of the assurances is not considered a minor irregularity.**
4. The Evaluation Committee will determine the respondent's proposal to select for award of a contract. The proposals meeting the minimum qualifications described in this solicitation, will be scored and ranked. The highest ranked respondents may be asked to make presentations to the evaluation committee (if applicable). Each presentation will be scored and factored into an overall score. The highest scoring proposal will be selected for award of a contract. Negotiations may be conducted with one or more of the highest ranked respondents to ensure best value is obtained. Best and final offers (BAFOs) may be requested. This will be at the sole discretion of TJJD. TJJD would request BAFOs by email.
5. In evaluating Proposals to determine the best value for the State of Texas, TJJD may consider information related to past contract performance of a Respondent including, but not limited to, State of Texas Vendor Performance Tracking System, available at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>. Prior work performance with TJJD and other state agencies or governmental entities which are familiar with a Respondent's performance, depending on problems encountered, shall be grounds for disqualification. In addition, Respondents involved in litigation with TJJD or another state agency shall be disqualified.
6. Past Performance: Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Texas Government Code. Respondent may fail this selection criterion for any of the following conditions:
 - a. A grade lower than "C" in the Vendor Performance System;
 - b. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
 - c. Having repeated negative Vendor Performance Reports for the same reason; or
 - d. Having purchase orders that have been cancelled in the previous 12 months for non-

performance (i.e., late delivery, etc.).

Vendor performance information is located on the CPA web site

at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>. This link is provided for the convenience of the Respondents. The link may change or may no longer be available.

7. TJJD may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code Section 20.115), TJJD 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 TJJD, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

K. EVALUATION CRITERIA

The evaluation process includes an evaluation of the written proposal which may result in scoring to develop a short list of Respondents that may continue to the best and final offer (BAFO) stage or result in one Respondent that is to be awarded if that Respondent clearly outscores all other Respondents. The BAFO stage may possibly include oral presentation, demonstrations, discussions, and/or site visits in an effort to fully understand a Respondent's capabilities. If there are two stages, the preliminary scoring will be based on the total points awarded by the Evaluation Committee. After oral presentations (if any), evaluators will reevaluate proposals of the "short list" using the same criteria and will use these scores as the final evaluation scores.

TJJD reserves the right to request additional information in an effort to fully understand a Respondent's capabilities.

1. The Evaluation Criteria and their respective weights are as follows:

A. Workplan: Approach and Methodology of Proposed Research Strategy and Sustainability Plan	20%
B. Expertise in Large Scale Study Design	20%
C. Experience in large scale study design	20%
D. Demonstrated expertise in Correctional Workforce Research	20%
<u>E. Price Form - Attachment B</u>	<u>20%</u>
	100%

EVALUATION CRITERIA	
Completeness of Response Responses to this RFP must be complete and responsive. Responses that do not include the proposal content requirements identified within this RFP (under Proposal Content Submission) and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Administrative Review and will receive no further consideration.	Pass/Fail
References Provide a minimum of three (3) references for which similar services were performed or provided. Preferred references would be state or local agencies or organizations whose requirements were of like magnitude and scope as outlined in the solicitation.	Pass/Fail

<p>A. Workplan: Approach and Methodology of Proposed Research Strategy and Sustainability Plan:</p> <p>The workplan shall include a description of how you intend to meet the goals as stated in this solicitation. Provide a detailed description of the proposed Research Services for Staff Augmentation and Retention.</p>	<p>20 Points</p>
<p>1. Respondent shall provide and describe in their workplan how they intend to meet the requirements below:</p> <ul style="list-style-type: none"> • Data Collection and Analysis: <ol style="list-style-type: none"> 1. Conduct environmental scans, surveys, and structured interviews; 2. Implement standardized self-report measures and validated assessment tools; and Analyze workplace conditions and workforce mental health indicators. • Survey Implementation: <ol style="list-style-type: none"> 1. Conduct even-year surveys for employees and odd-year surveys for youth residents. • Research Design and Implementation: <ol style="list-style-type: none"> i. Develop a data collection and analysis plan; and Implement a multi-year research trajectory focused on workforce retention, mental health, and service delivery. • Reporting and Publication: <ol style="list-style-type: none"> 1. Provide annual progress reports detailing findings and recommendations; 2. Develop an implementation plan for suggested improvements; and 3. Disseminate research findings to academic, organizational, and practitioner audiences. • Ethical Compliance: <ol style="list-style-type: none"> 1. Obtain Institutional Review Board (IRB) approval for all research activities; and Maintain confidentiality of all employee and service-user data. 	<p>20 Points</p>
<p>B. Experience in large scale study design:</p> <ol style="list-style-type: none"> 1. Experience in Large Scale Study Design Respondent's description of its organizational capabilities and qualifications and plans to satisfy and support the requirements of this solicitation. 2. Shall contain a clear description of the entity submitting the proposal, including an outline of the history of the organization, organizational capabilities, goals and purposes, an organizational chart listing staff members and all satellite offices, and days and hours of operation. 3. Qualifications and Experience: The Respondent's track record of successfully completing similar evaluations of hiring and onboarding processes. 	<p>20 Points</p>

C. Research Expertise: 1. Respondent's description of its organizational capabilities and qualifications plans to satisfy and support the requirements of this solicitation. 2. Shall contain a clear description of the entity submitting the proposal, including an outline of the history of the organization, organizational capabilities, goals and purposes, an organizational chart listing staff members and all satellite offices, and days and hours of operation. 3. Qualifications and Experience: The Respondent's track record of successfully completing similar evaluations of hiring and onboarding processes.	20 Points
E. Price Form Exhibit B The proposed prices set forth in Exhibit B will be evaluated in terms of reasonableness, competitiveness with other Respondents, similar programs in the marketplace, and the ability of TJJD to commit to the expense.	20 points
TOTAL MAXIMUM POINTS	100 points

M. REDACTED ELECTRONIC COPY:

Under House Bill 3430, 80th Texas Legislature, (transferring Section 2177.052, Texas Government Code, to Chapter 322, Texas Government Code and re-designating it as Section 322.020) and as per the following requirements, no later than two (2) business days after Awarded Respondent's receipt of notice from TJJD of Awarded Respondent's tentative contract award, Awarded Respondent (and no other service Respondents) must deliver to TJJD via email one (1) electronic copy of its complete and redacted proposal in compliance with all of the following requirements.

1. A copy of Awarded Respondent's proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its proposal that Awarded Respondent reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Awarded Respondent's Proposal, such as social security numbers).
2. An Appendix for Awarded Respondent's Proposal which provides a cross reference for the location of all information redacted by Awarded Respondent and a general description of the redacted information.
3. Identified as "For Public Release: Redacted Version of [Name of Awarded Respondent]'s Proposal and Attachments. Texas Juvenile Justice Department, **RFP No. 644-25-022425**"
4. The Texas Legislative Budget Board (LBB) has now implemented a contracts database. For information regarding the LBB contracts database, go to: http://www.lbb.state.tx.us/Contract_Reporting.aspx. For information regarding the LBB, see the LBB website at <http://www.lbb.state.tx.us/>.
5. TJJD is required to upload certain contracts to the LBB's contract database and if applicable shall upload the contract(s) resulting from this solicitation to the LBB's contracts database which will include the text of the complete contract (with limited redaction and appendix) no later than thirty (30) days after date of contract award. It is the responsibility of the awarded vendor to ensure all confidential or company private information has been redacted prior to TJJD posting the vendor's proposal to the LBB website. In

submitting a proposal in response to this solicitation, Respondent acknowledges that they understand and accept this requirement.

N. PROPRIETARY OR CONFIDENTIAL INFORMATION:

Proposals may include proprietary or confidential information. Subject to the provisions of the Texas Public Information Act, TJJD will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

O. PUBLIC DISCLOSURE:

Prior to tentative award of a Contract, a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After tentative award, the awarded respondent must receive prior written approval from TJJD before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the TJJD Point of Contact identified in the solicitation. The solicitation does not preclude business communications necessary for a respondent to develop a proposal, or required reporting to shareholders or governmental authorities.

P. PROTEST

1. Any actual or prospective bidder, offeror, or contractor who considers himself/herself to have been aggrieved in connection with TJJD's solicitation, evaluation, or award of a contract may formally protest to the chief financial officer (CFO) or his/her designee. Such protests must be made in writing and received in the office of the CFO within 10 workdays after the protesting party knows, or should have known, of the occurrence of the action that is protested. Formal protests must conform to the requirements of TJJD's Protest policy and will be resolved through use of the procedures that are described within. The protesting party must mail or deliver copies of the protest to TJJD and other interested parties.
2. In the event of a timely protest under this rule, TJJD will not proceed further with the solicitation or award of the contract unless the CFO, after consultation with appropriate staff, makes a written determination that the contract must be awarded without delay to protect the best interests of TJJD.

Q. AWARD OF CONTRACT

1. A response to a solicitation is an Offer to contract with TJJD based on the terms, conditions and specifications contained in the solicitation. Response does not become a contract or purchase order unless and until it is accepted through an authorized TJJD designee by issuance of a Contract document or purchase order.
2. Any contract or purchase order resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of:
 - a. the solicitation (including its attachments, Attachments, supplements, and addenda);
 - b. the Awarded Respondent's Proposal;
 - c. negotiated changes; and
 - d. the Awarded Respondent's Best and Final Offer (if applicable).

Order of Precedence

In the event of conflicts or inconsistencies between this contract and its Attachments or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

The Contract, including all attachments;

1. Service Respondent's Best and Final Offer (if required);
2. Negotiated written changes and written clarifications;
3. Service Respondent's proposal dated _____; and
Request for Proposal, including all Attachments.

**SECTION IV
GENERAL REQUIREMENTS**

A. SECURITY

1. Awarded Respondent must comply with applicable state laws, including those related to confidentiality and data protection.
3. Awarded Respondent, and Awarded Respondents' Employees and/or Subcontractors will need to meet applicable TJJD background check and confidentiality policies for all personnel involved in the research services.
4. The Contractor will be required to acknowledge **Attachment E - PREA Policy Overview and Training Acknowledgement** provided by TJJD.
4. Awarded Respondent must comply with applicable statutes related to Criminal Justice Information System (CJIS) security.
5. Respondent will complete the **Attachment F - HR-016, Data Use Agreement** and submit signed document with if awarded the contract.

EXHIBIT A

EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE AND RETURN THIS EXHIBIT WITH PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, Respondent certifies that:

Respondent understands that the terms and conditions of its Texas Department of Information Resources (DIR) contract shall apply if the resulting contract is issued through a DIR Cooperative Contract and the DIR contract terms and conditions take precedence if there is a conflict.

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Respondent] certifies that the individual or business entity named in this bid [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.

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, Therefore, undersigned 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.

Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006

Under Section 231.006 of the Texas Family Code, Service Respondent must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE RESPONDENT MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

Name:	Social Security Number:	Percent Ownership:

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, Respondent represents that (1) no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJD has served as an executive head of the Texas Comptroller of Public Accounts, TJJD, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Respondent employs or has used the services of a former executive head of TJJD or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

Respondent certifies that Respondent, and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4.

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 or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.Â§ 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: 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 Offeror engaged to assist it with respect to such response or submission.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Respondent certifies that it has not been an employee of TJJD within the last twelve (12) months.

By their signature below, Respondent acknowledges that it has read and understands the foregoing and certifies to same.

RESPONDENT (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ DATE: _____

EMAIL ADDRESS: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NO.: _____

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

EXHIBIT B PRICE FORM

Proposal of: _____
(Respondent Company Name)

Ref.: Consultant – Recruiter Implementation **RFP No.:** 644-25-022425

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Respondent proposes to furnish the technical services required pursuant to this solicitation.

Pricing for Services Offered (Price will be firm fixed price)

Service	Qty	Cost/Rate	Total Cost
Consulting Fee	1 ea	\$	\$
1Development of data organization plan	1ea	\$	\$
2Employee and service user survey design	1ea		
3Initial climate and culture study report	1ea		
4: Mid-term report on research findings	2ea	\$	\$
5Development and implementation of sustainable research strategy	1ea	\$	\$
6 Ongoing support for research team	1ea	\$	\$
Miscellaneous Material:	1ea	\$	\$
Travel cost:	\$0.70 per Mile		
Lodging cost:	\$220.00 per day		
Meal's cost:	\$68.00 per day		
*Additional Required Services, if applicable (must specify the service)			
GRAND TOTAL			\$

*Additional Required Services – Vendor identified services that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.

TERMS AND CONDITIONS

By responding to the solicitation, or fulfilling the contract, procurement, or agreement, the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Juvenile Justice Department (TJJD) purchase. Only mutually written exceptions will be valid.

The following are conforming terms for purposes of these Terms and Conditions. References to a Contract may correspond to Bid, Application, Response, Proposal. References to Vendor may correspond to “Bidder/Offeror/Applicant/Proposer/Respondent/Contractor/Service Respondent.” Reference to the Solicitation may correspond to one of the types of solicitation methods (i.e., IFB, RFO, RFP). Any specification in the solicitation or subsequent contract that conflicts with these terms and conditions takes precedence.

All references to “days” shall be calendar days unless specified otherwise. Vendor and TJJD herein may be referred to individually as a “Party” and collectively as the “Parties.”

1. Americans with Disabilities Act

Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.

3. Assignment

Vendor shall not assign its rights under the contract or delegate the performance of its duties under the Contract without prior written approval from TJJD. Any attempted assignment in violation of this provision is void and without effect.

4. Intentionally Left Blank

5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code and to the extent applicable, Vendor 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.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code
Under Section 231.006 of the Family Code, the Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f). A bid or an application for a contract, grant, or loan paid from state funds must 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. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

8. Cloud Computing State Risk and Texas Risk and Authorization Management Program (TxRAMP)

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor 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.

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Vendor certifies compliance with Texas Government Code Section 572.054. Vendor has not employed a former officer or employee of TJJD to perform services on Vendor's behalf, to secure the contract, or to represent Vendor in any manner prohibited by Section 572.054. A false certification could result in termination of the contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Vendor shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Vendor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under the Contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of the Contract.

11. Computer Equipment Recycling Program

If Vendor is submitting a Response for the purchase or lease of computer equipment, then Vendor 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.

12. Confidentiality

- a. Vendor agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of youth records and identifying information.
- b. Vendor agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from the Contract shall remain confidential and subject to release only by written permission of TJJD and in accordance with all state and federal laws.
- c. Vendor employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.
- d. Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Vendor without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

The Contract encompasses the complete and entire agreement of the Parties. Neither Party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in the Contract. No other contracts or agreements, oral or written, shall constitute a part of the Contract unless such is made in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract.

- a. **Bilateral Amendment:** Except as provided for in the Unilateral Amendment section below, the Contract can only be changed by a Bilateral Amendment or supplemented in writing, executed by both Parties hereto or their successors, and expressly made a part of the Contract.
- b. **Unilateral Amendment.** A Unilateral Amendment will be effective on the date that is specified in the Unilateral Amendment. TJJD has sole discretion to issue a Unilateral Amendment to modify a contract's requirements, terms, or conditions as follows:
 1. Minor administrative changes to correct typographical errors;

2. Change the TJJD contract identification number;
3. Changes to incorporate new or revised state or federal laws, regulations, rules, or policies;
4. Increase the “not to exceed” amount or contract rates (if applicable) necessary for continuation of services;
5. Update Vendor’s name as recorded by the Secretary of State, as required by law, or as authorized by TJJD; and
6. Change either Party’s contact information.

14. Intentionally Left Blank

15. COVID-19 Vaccine Passport Prohibition

Vendor 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 Vendor’s business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

16. Critical Infrastructure Affirmation and Subcontracts

Pursuant to Government Code Section 2275.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor 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 2275.0103, or (2) headquartered in any of those countries. For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure.

Pursuant to Section 113.002 of the Texas Business and Commerce Code, Vendor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Vendor will notify TJJD before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

17. Cybersecurity Training

Vendor shall ensure that any Vendor employee or subcontractor or employee who has access to a state computer system or database shall complete a cybersecurity training program under Section 2054.5192 of the Texas Government Code. Such training is

required to occur during the contract term and renewal period. Vendor shall provide TJJD with verification of the completion of the requisite training.

18. Damage to Government Property

Vendor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Vendor shall notify TJJD in writing of any such damage within one (1) calendar day. Vendor is responsible for the removal of all debris resulting from work performed under the Contract.

19. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TJJD as evidence of Vendor's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants 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 Contract.

21. Debts and Delinquencies Affirmation

Vendor agrees that any payments due under the 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.

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

23. Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by TJJD or another agency at any time during the two (2) years preceding the submission of the Response or, in the alternative, Vendor has disclosed in its Response the following: (i) the nature of the previous employment with TJJD or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

24. Disentanglement Services [For IT type Agreements/Services - Only applies to Contracts when Vendor has access to TJJD data, shared servers, or Vendor's data embedded with TJJD data]

(a) The following definitions are incorporated into the Contract and relevant to this Section:

- (1) **Disentanglement Period** - the period during and after the Contract terminates that is necessary to provide disentanglement services.
- (2) **Disentanglement Services** - the obligations of each Party imposed upon notice of Contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.

(b) Vendor must provide disentanglement services as soon as possible after Notice of Contract Termination or Contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Vendor must notify TJJD in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.

(c) Disentanglement services that Vendor must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Vendor's proprietary information is embedded within TJJD data. Vendor should also provide TJJD with their proprietary data in the same format and structure as used in Vendor's system before Contract termination. If Vendor is unwilling to provide data in the same format and structure, then Vendor must work with TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD shall continue to allow Vendor access to its shared servers so Vendor may uninstall Vendor's software, databases, and proprietary data and information. After removal of all proprietary data, Vendor shall confirm removal with written certification of such.

(d) Both Parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the Parties arises before disentanglement services are completed, both Parties shall continue to have full access while seeking resolution.

(e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the Contract remain effective until disentanglement services are completed.

25. Dispute Resolution

The dispute resolution process in Chapter 2260 of the Texas Government Code must be used to resolve any dispute arising under the Contract.

26. Dispute Resolution

Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the Parties to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the Parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)- (d).

- (a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Vendor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Vendor may make a claim against TJJD for breach of contract and TJJD may assert a counterclaim against the Vendor as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Vendor must provide written notice to TJJD of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Vendor seeks as damages; and (3) the legal theory of recovery.
- (b) The chief administrative officer, or if designated in the Contract, another officer of TJJD, shall examine the claim and any counterclaim and negotiate with the Vendor in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- (c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
- (d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with TJJD, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by TJJD if the Parties are unable to resolve their disputes as described in this section.
- (e) Nothing in the Contract shall be construed as a waiver of the state's or TJJD's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. TJJD does not waive any privileges, rights, defenses, or immunities available to TJJD by entering into this Contract or by its conduct, or by the conduct of any representative of TJJD, prior to or subsequent to entering into this Contract.

- (f) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Vendor:
- (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code;
or
 - (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

27. Drug-Free Workplace

Vendor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

28. E-Verify Program

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

1. all persons employed by Vendor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Vendor to perform work pursuant to the Contract within the United States of America.

Vendor shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Vendor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Vendor has violated the certifications set forth in this provision, then (1) Vendor shall be in breach of contract, (2) TJJD shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the Contract, Vendor shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated Contract.

29. Energy Company Boycotts

If Vendor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

30. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of any contract executed with TJJD . Vendor shall state any facts that make it exempt from the boycott certification in its Response.

31. Equal Employment Opportunity

Vendor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

32. Excess Obligations Prohibited - Funding Out Clause

- a. The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Vendor'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, TJJD will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.
- b. TJJD is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

33. Excluded Parties

Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

34. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Vendor 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.

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Vendor certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this Contract is in force.

37. Financial Participation Prohibition Affirmation

Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this 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.

38. Fingerprinting and Background Check

A. Unless Vendor is addressed in Section B below, Vendor shall:

1. As directed by TJJD, provide information for each person providing services under this Contract with access to TJJD youth or youth records to perform a criminal background check, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this Contract. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall not work under this Contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Within 24 hours of becoming aware of the information, notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJD youth, who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

C. TJJD Approval

TJJD will approve or deny any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

39. Firearm Entities and Trade Association Discrimination

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor 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 Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

40. Force Majeure

Neither Vendor nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the 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. 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.

41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Vendor certifies that it is not ineligible to receive the Contract.

42. Former Agency Employees

Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the Contract.

43. Franchise Taxes

a. Vendor certifies that should Vendor be subject to payment of Texas franchise taxes, that all franchise taxes are current. If such certification is false, this Contract may be terminated at the option of TJJD or other sanctions may be exercised.

b. If Vendor is exempt from payment of Texas franchise taxes, Vendor shall so indicate by attachment to this Contract.

c. If Vendor's payment of Texas franchise taxes becomes delinquent during the term of this Contract, Vendor will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this Contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this Contract.

44. Governing Law and Venue

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 TJJD.

45. Hardening of State Government Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

46. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, Vendor 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.

47. Intentionally Left Blank

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49. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD 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 VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TJJD'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY VENDOR OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND TJJD 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 TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE TJJD 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 TJJD DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF R VENDOR OR IF TJJD IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJD WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF TJJD'S COUNSEL.

50. Independent Contractor - Relationship of the Parties

Vendor and Vendor's employees, representatives, agents, subcontractors, suppliers, and third-party service Respondents shall serve as independent contractors in providing the services under the contract. Neither Vendor nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Vendor shall have no claim against TJJD 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. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TJJD.

51. Legal and Regulatory Actions

Vendor represents and warrants that Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Vendor is unable to make the preceding representation and warranty, then Vendor instead represents and warrants that Vendor has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the Contract.

52. Limitation on Authority

Vendor shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or

implied. Vendor may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

Vendor represents and warrants that TJJD's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

54. Media Releases

Vendor shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. No Conflicts of Interest

Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Vendor has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the Contract. And if circumstances change during the course of the Contract, Vendor shall promptly notify TJJD.

56. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this Contract.

58. No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

59. Notice of Changes

a. Vendor shall notify TJJD immediately in writing of any significant change affecting Vendor, including, but not limited to, change of Vendor's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this Contract.

b. Vendor shall not transfer or assign this contract or enter into any subcontract for the services under this Contract without prior written approval from TJJD.

c. Vendor shall not relocate the services provided under this Contract from the location stated in the preamble of the Contract, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

60. Permits, Certifications, and Licenses

Vendor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the Contract.

61. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor 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.

62. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

63. Property Rights

For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the Contract. TJJD and Vendor intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. Vendor and Vendor's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of TJJD. Vendor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of TJJD. If for any reason the Work would not be considered a work-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to TJJD, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and

payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Vendor agrees to execute all papers and to perform such other property rights, as TJJD may deem necessary to secure for TJJD or its designee the rights herein assigned. In the event that Vendor has any rights in and to the Work that cannot be assigned to TJJD, Vendor hereby grants to TJJD an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon TJJD's request, Vendor shall deliver to TJJD all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Vendor will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of TJJD.

64. Public Information Act

Information, documentation, and other material in connection with a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Vendor 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.

65. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

- (1) Requires an action or vote by the governing body of the agency before it can be signed (contract: exceeding \$500,000.00; or construction contract: exceeding \$300,000 or change order exceeding \$150,000; or consultant contract exceeding \$15,000(as defined in Gov code, section 2254.021; any architectural or engineering services; any start-up residential operations; and any other contract appropriate for board approval determined by executive director.**
- (2) Has a value of at least \$1 million; or**
- (3) Is for services that require a person to register as a lobbyist.**

Items (1) and (2) are most likely to apply to TJJD. For Item (1) we need to use our criteria for board approval to determine which contracts require inclusion of this clause.

Vendor agrees that if, at any time during the term of the Contract, an employee, director, subconsultant, or subcontractor of Vendor is required to register as a lobbyist under Texas Government Code Chapter 305, Vendor shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Vendor must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Vendor must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Vendor's Form 1295 within thirty (30) days of submission.

66. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Vendor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

67. Restriction on Possession of Weapons

Vendor agrees that Vendor or any employees, contractors, subcontractors, or associates providing services on behalf of Vendor shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this Contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Vendor's care.

68. Sanctions

- a. In addition to its authority to terminate this Contract under the termination provision or other provisions of this Contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:
 - i. Requiring Vendor to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
 - ii. Recouping payment made to Vendor; and/or
 - iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
 - iv. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
 - v. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

- b. Vendor shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

69. Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

70. Signature Authority

By submitting this Response, Vendor 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 Vendor and to bind the Vendor under any contract that may result from the submission of this Response.

71. Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law.

72. Specifications

Vendor shall provide services in accordance with the specifications contained in the Contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Vendor.

73. Intentionally Left Blank

74. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Vendor or any other entity or person 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, Vendor 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. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Vendor shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Vendor's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Vendor. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

The Contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

75. Subcontractors

Vendor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TJJD. Subcontracts, if any, entered into by the Vendor shall be in writing and be subject to the requirements of the contract. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Contract.

76. Survival

Expiration or termination of the Contract for any reason does not release Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

77. Suspension and Debarment

Vendor 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.

78. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TJJD shall not be liable for any taxes resulting from the Contract.

79. Technology Access Clause

Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Vendor represents and warrants to TJJD that the technology provided to TJJD for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1. providing equivalent access for effective use by both visual and non-visual means;
2. presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Title 1, Chapter 213, Subchapter B of the Texas Administrative Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

80. Television Equipment Recycling Program Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

- a. Vendor may terminate the Contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.
- b. TJJD may terminate the Contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Vendor shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.
- c. TJJD shall terminate this Contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.
- d. Cause/Default/Breach: If Vendor fails to provide the goods or services contracted for according to the provisions of this Contract, or fails to comply with any terms or conditions of this Contract, TJJD may, upon written notice of default or breach to Vendor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this Contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless TJJD notifies Vendor in writing prior to the exercise of such remedy. Vendor shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

82. 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.

83. Texas Bidder Affirmation

Vendor certifies that if a Texas address is shown as the address of the Vendor on the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

84. Unfair Business Practices

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

TJJD Terms and Conditions
Exhibit C

If Vendor is a professional sports team as defined by Section 2004.002 of the Texas Occupations Code, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by the Vendor for the event. Failure to comply with this obligation constitutes a default of this contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. TJJD or the Attorney General may strictly enforce this provision.



Data Use Agreement Exhibit D

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Please read the following agreement carefully and completely before signing.

This agreement applies to all employees, volunteers, and contractors working for the Texas Juvenile Justice Department (TJJD), including those who handle confidential and sensitive information as defined in the "Confidential and Sensitive Information" below. This agreement pertains to all state-owned or state-controlled Information Resources. The purpose of this agreement is to inform you of your principal obligations concerning the use of TJJD Information Resources and to document your agreement to abide by these obligations.

In this agreement, "Information Resources" means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, as well as associated personnel, including consultants and contractors (§2054.003, Government Code). Data impacted by the aforementioned is also considered Information Resources.

CONFIDENTIAL AND SENSITIVE INFORMATION

You may have access to confidential and sensitive information through use of TJJD Information Resources or through your associated activities with TJJD information systems. Confidential and sensitive information includes:

- juvenile justice information, information regarding youth drug or alcohol abuse or treatment for such abuse, identifying information, federal tax information, personal health information, criminal justice information;
- information that is classified as confidential or sensitive by federal or state law or by TJJD policy;
- "Personal Identifying Information," as defined by §521.002(a)(1), Business and Commerce Code;
- "Sensitive Personal Information," as defined by §521.002(a)(2), Business and Commerce Code;
- "Confidential Information," as defined by Title 1, Part 10, §202.1(5), Administrative Code; and
- "Criminal Justice Information", as defined by US Department of Justice, Criminal Justice Information Services (CJIS) Security Policy CJISD-ITS-DOC-08140-5.9 or the most recent version of the policy.

As a user of TJJD's systems, you are required to conform to applicable laws and TJJD policies and procedures governing confidential and sensitive information.

Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I UNDERSTAND THAT:

In the course of my job, I may have access to confidential and sensitive information related to:

- youth, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information), including information by which the identity of a person can be determined, either directly or indirectly;
- TJJD functions (e.g., information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos, and communications); and
- third parties (e.g., vendor information, contracts).

I AGREE THAT:

- I will safeguard and retain the confidentiality, integrity, and availability of confidential and sensitive information at all times.
- I will access confidential and sensitive information only for business needs.
- I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential and sensitive information except as authorized.
- I will not misuse or carelessly handle confidential and sensitive information.
- I will encrypt confidential and sensitive information when emailing such information outside of TJJD to an authorized recipient.
- I will not store confidential and sensitive information on portable computing devices or portable storage devices unless I follow the procedures outlined in Portable Computing Devices and Removable Media, ISP.13.21.
- I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity, or availability of confidential and sensitive information.
- My privileges under this agreement are subject to periodic review, revision, and, if appropriate, renewal.
- I have no right or ownership interest in any confidential and sensitive information referred to in this agreement. TJJD may revoke my access to confidential and sensitive information at any time and without notice.
- I will complete cybersecurity awareness training as required by Security Awareness and Training, ISP.09.09, within 30 days after the date of hire (or the date services begin) and annually thereafter.



Data Use Agreement Exhibit D

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

AUTHORIZED USE – I AGREE THAT:

- I will use Information Resources only for official, state-approved business.
- Any use of Information Resources for personal use must be in compliance with Use of Information Technology Resources, PRS.02.31.
- I have no right to expect privacy in my use of TJJD Information Resources or in the content of my communications sent or stored in TJJD Information Resources. All user activity is subject to monitoring, logging, and review.

PERSONAL SECURITY IDENTIFICATION CODES (USER IDs AND PASSWORDS) – I AGREE THAT:

- I will receive and will be required to use a personal security identification code (user ID and password) to gain access to and to use Information Resources.
- I will maintain exclusive use and control of my user ID and password and am responsible for any activity, authorized or unauthorized, resulting from the use of my user ID and/or password.
- I will be held personally responsible for any transactions initiated, for actions taken, or for any harm, loss, or adverse consequences arising from the use of my user ID and password, including any unauthorized use by a third party if such party gains access to my user ID and password due to my misconduct or failure to abide by TJJD policy.

SOFTWARE/HARDWARE – I AGREE THAT:

- I will not install software or hardware on TJJD computing devices without approval by TJJD IT, as found in GAP.05.07.
- I will submit any requests for software and/or hardware via the TJJD Help Desk ticketing system.
- I will use installed software in accordance with TJJD's acceptable use policy as found in PRS.02.31.

ACCESS TO DATA – I AGREE THAT:

- Proper authorization is required for access to all data owned by TJJD except data that has been authorized by TJJD for public access.
- I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties.
- I will not use TJJD Information Resources to review, alter, or attempt to obtain access to non-business-related information about myself or any other person.
- I will use appropriate measures to prevent others from obtaining access to TJJD data, such as securing my workstation either by logging off or by activating the lock screen.
- Before leaving a workstation that has access to files containing confidential or sensitive information, I will log off or activate a password-protected screen saver.
- If I receive a request for the release of TJJD information or data, I will follow TJJD's policies and procedures for the release of information as stipulated in TJJD General Administrative Policies.

SECURITY OF EQUIPMENT – I AGREE THAT:

- I will not remove Information Resources from TJJD property without proper prior authorization.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to TJJD management and to the TJJD information security officer.

I AGREE THAT:

- I must be aware of, read, and comply with the information in the TJJD Information Security Procedure (ISP) Manual found in the Policies & Procedures section of the TJJD intranet home page.
- I must comply with the policies concerning Information Resources set out in the TJJD General Administrative Policy (GAP) Manual and Personnel Policy and Procedure (PRS) Manual, as well as any changes to those policies.
- My failure to comply with this agreement may result in loss of access privileges to TJJD Information Resources or other disciplinary action, up to and including termination for employees; termination or alteration of employment relations for temporaries, contractors, or consultants; or dismissal for volunteers. Additionally, individuals may be subject to civil liability and/or criminal charges.

Printed Name

Signature

Date

Distribution: Original – Employee Personnel File; Copy – Employee



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

Exhibit E

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 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.



HUB Subcontracting Plan (HSP)

Rev. 2/17

Exhibit E

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.*

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 and 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 and services. (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 do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* 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 <https://www.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 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 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing 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 <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***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 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 <https://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.

Enter your company's name here: _____ Requisition #: _____

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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-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 A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), 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 at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[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)

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 <https://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 <https://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 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 at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/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 Texas Vendor Identification (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="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - 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 <https://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="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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 in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), 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 at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/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 <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - 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

Exhibit E

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: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(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

Exhibit F

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Contract Service Respondents

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJD institutions, community-based corrections, and contract facilities. TJJD volunteers and service Respondents are also subject to this law. Among other things, PREA establishes a **zero-tolerance standard** for sexual violence in corrections in the United States and increases the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

TJJD Policies

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJD's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJD jurisdiction. This rule describes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJD youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.
- **PRS.02.09. Staff/Youth Relationship** states that the nature of the relationship of TJJD staff, service Respondents, or volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees and volunteers found to have engaged in any prohibited behavior when interacting with TJJD youth are subject to disciplinary action. Service Respondents found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD system has certain basic rights, including the right to protection from physical and psychological harm.
- **GAP 07.03. Incident Reporting** states that critical incidents must be reported immediately to the Office of Inspector General Incident Reporting Center (IRC) and a written report must be provided to the Chief Local Administrator. Critical incidents include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, and other incidents.

Exhibit F

- **GAP 380.9333. Alleged Abuse, Neglect, and Exploitation** provides for the investigation of allegations of abuse, neglect, or exploitation in programs and facilities under TJJD jurisdiction. This rule provides standards for investigations and for the compilation of investigation information.

You must report all suspected incidents of abuse, neglect, and exploitation immediately. There are no consequences for reporting alleged misconduct. TJJD cannot retaliate against a staff, volunteer, or contractor for reporting alleged abuse, neglect, or exploitation of a youth. You are required by law to report.

Report allegations of misconduct to the Incident Reporting Center by emailing TJJD.IRC@tjtd.texas.gov or by calling a 24-hour-a-day toll free hotline 1-866-477-8354.

Exhibit F

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Service Respondents

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJD), and to be in compliance with the Prison Rape Elimination Act (PREA) standards, I certify and acknowledge that I have read and understand the contents of this document provided to me regarding the purpose of PREA, TJJD's Zero Tolerance policy, and my reporting responsibilities regarding suspected and or known incidents of sexual abuse, sexual assault and sexual harassment. **I further certify that I understand and have completed the online TJJD PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJD PREA Training:

<https://www.classmarker.com/online-test/start/?quiz=f7m5b75d6be12d87>

Contract Service Respondent:

Signature

Printed Name

Date

RESPONDENT NAME:

****This may be adjusted depending on the requirements of the solicitation.**

INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT A UNIT PRICE FOR AUDITING SERVICES, INCLUSIVE OF, TRANSPORTATION, MEALS, and LODGING FOR LINE ITEMS 1 THROUGH 8.

Respondent is not required to bid on all locations, but may bid on as many audit locations as they have the capacity to audit.

Please note: the proposed audit rate shall also incorporate travel expenses. Travel expenses include transportation, lodging, meals, and incidental costs. Pricing for Services Offered (Price will be firm fixed price)

Transportation, Meals, and Lodging at:

[Per Diem Rates | GSA](#)

Note: TJJD may reference GSA Rates for travel expenses deemed unreasonable and reimburse contractor per GSA Rates

ITEM	DESCRIPTION OF SERVICE	QUANTITY	UNIT	UNIT PRICE	Total Cost
1	PREA AUDIT SERVICES for: Ron Jackson State Juvenile Correctional Facility 611 FM 3254 Brownwood, TX 76801 ***** FACILITY TYPE: Secured Institution FACILITY SECURE LEVEL: High ***** FACILITY CAPACITY : 208	1	LOT		\$0.00
2	PREA AUDIT SERVICES for: Evins State Juvenile Correctional Facility 3801 E. Monte Cristo Road Edinburg, TX 78541 ***** FACILITY TYPE: Secured Institution FACILITY SECURE LEVEL: High ***** FACILITY CAPACITY: 204	1	LOT		\$0.00
3	PREA AUDIT SERVICES for: Edna Tamayo House 1438 N. 77th Sunshine Strip Harlingen, TX 78550 ***** FACILITY TYPE: Halfway House FACILITY SECURE LEVEL: Medium ***** FACILITY CAPACITY : 24	1	LOT		\$0.00
4	PREA AUDIT SERVICES for: Ayres House 17259 Nacogdoches Rd. San Antonio, TX 78266 ***** FACILITY TYPE: Halfway House FACILITY SECURE LEVEL: Medium ***** FACILITY CAPACITY : 24	1	LOT		\$0.00
5	PREA AUDIT SERVICES for: Schaeffer House 12451 Garment Road El Paso, TX 79938 ***** FACILITY TYPE: Halfway House FACILITY SECURE LEVEL: Medium ***** FACILITY CAPACITY: 24	1	LOT		\$0.00
6	PREA AUDIT SERVICES for: Giddings State Juvenile Correctional Facility 2261 James Turman Rd. P.O. Box 600 Giddings, TX 78942 ***** FACILITY TYPE: Secure Institution FACILITY SECURE LEVEL: High ***** FACILITY CAPACITY: 345	1	LOT		\$0.00
7	PREA AUDIT SERVICES for: Gainesville State Juvenile Correctional Facility 1379 FM 678 Gainesville, TX 76240 ***** FACILITY TYPE: Secure Institution FACILITY SECURE LEVEL: High ***** FACILITY CAPACITY: 376	1	LOT		\$0.00
8	PREA AUDIT SERVICES for: Mart State Juvenile Correctional Facility 116 Burleson Road Mart, TX 76664 ***** FACILITY TYPE: Secure Institution FACILITY SECURE LEVEL: High ***** FACILITY CAPACITY: 320	1	LOT		\$0.00
9	*Additional Required Services – Vendor identified services that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.	1	LOT		\$0.00
TOTAL FOR ALL LINES ON SCHEDULE					\$ -

FAILURE TO RETURN THIS PRICE FORM IN EXCEL WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.

EXHIBIT H PREFERENCES

Check below to claim a preference 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
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ 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 or equipment
- ☐ Products of persons with mental or physical disabilities

EXHIBIT H PREFERENCES

- ☐ 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
- ☐ Commercial production company or advertising agency located in Texas