

**Texas Juvenile Justice Dept
Purchase Order # 64400 16-0000114**

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **Q** Date: **07/09/15** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: LUCRETIA BROWN
16108 COWBOY TRL
JUSTIN TX 762476729
United States

Ship To: 24.GNS
1379 FM 678
Gainesville TX 76240
United States

Vendor ID: 7003548808

Purchaser: Schmaltz, Jackie M
Phone: 940/665-0701
Email: jackie.schmaltz@tjtd.Texas.gov

Bill To: Gainesville State School
1379 FM 678
Gainesville TX 76240
United States

Fax:
Email: Accounting

PO Information:
FY16 Barber Services - AMOUNT ONLY
Term of contract 9/1/15-8/31/16 with two (2) one (1) year option extension 9/1/16 -8/31/17 9/1/17 -8/31/18. Prices and terms of contract per bid quote #16-Barber, one hair cut per youth per month. Services to be done by licensed barber. Dates of haircut to be sent to us prior to the date. Barber to supply copy of current license for our file as they expire.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	FY16 Barber Services	952/10	1.0000	YR	37800.00000	37800.00	09/01/2015
						Schedule Total	37800.00
						ReqID: REQ0011193	
						Item Total for Line # 1	37800.00
						Total PO Amount	37800.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to Shipment.

Authorized Signature
Jackie Schmaltz, CTP
08/24/2015

**Texas Juvenile Justice Dept
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Terms and Conditions:

Purchase Order Terms and Conditions

Any vendor furnished terms and conditions attached to a bid, quote, or purchase order will not be considered, unless specifically referred to in the purchaser order (PO). Vendor supplied terms and conditions may result in disqualification of their bid and rescinding of purchase order. These terms and conditions which become a part of any purchase order issued by TJJD will supersede a vendors terms and conditions unless otherwise mutually agreed to in writing and referred to in the purchase order.

Vendor Affirmation Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case a Vendor shall be removed from all bid lists. By accepting this PO, the Vendor hereby certifies that:

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

Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.

Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICIERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD.

Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive Name of State Agency

Date of Separation from State Agency Position with Vendor

Date of Employment with Vendor

Vendor agrees to comply with Texas Government Code 2252.901. If the Vendor and/or any of its employees have been employed by TJJD within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO:

Name of Former Employee Date of separation from TJJD Date of employment with Proposed Vendor Position with Proposed Vendor

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the 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 that state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Purchase Order Number: Vendor Name:

Order Date:

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Vendor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

Vendor agrees to comply with Texas Government Code 2155.4441 relating to use of service contracts for products produced in the State of Texas.

Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Funding Out Clause: Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

Authorized Signature

Jackie Schmalz, CTP

08/24/2015

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Addition/Deletion: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

Authorized Relief from Performance (Force Majeure): The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendors claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Delivery:
Vendor shall show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

No substitutions permitted without written approval of TJJD.

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

Inspection and Tests: All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part, may be, at the States option, returned to the vendor at vendors risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.

Acceptance: Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the orders specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

Purchase Order Number: Vendor Name:
Order Date:

Acceptance of a PO: By accepting this PO, vendors accepts the terms, conditions and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in awarding a PO.

Damages for Failure to Perform: A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional POs until such damages have been paid or the matter has been otherwise resolved.

Payment: Invoices must be submitted to the receiving entity and must indicate the vendors Texas Payee Identification Number. Invoice must show the receiving entities name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated finds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

Prompt Payment: Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

Patents or Copyrights: The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

Vendor Assignments: Without the prior written consent of TJJD, Vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

Anti-Trust: Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

Termination: TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days notice. TJJD may be responsible for the cost associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Severability: If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

Payments Owed State: In accordance with Tex. Government Code Ann. 403.055(h) any payments owed to the vendor under this PO will be applied toward elimination of the vendors indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full. Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Subcontracting Program (HUBs) Good Faith Effort: State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in

Authorized Signature

Jackie Schimalty, CTP

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receiving contract awards issued by the state, see Tex. Govt Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds \$100,000.00, vendor will be required to submit a HUB Subcontracting Plan (HSP) demonstrating its Good Faith Effort (GFE) in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

Recycled/Remanufactured/Environmentally Sensitive Products: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. Post-consumer means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of environmentally sensitive. Material Safety Data Sheets: A vendor must provide, at no cost, at least one copy of any applicable Manufacturers Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

Purchase Order Number: Vendor Name:
Order Date:

Advanced Technology Clause 22 TexReg 10551: The 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 impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

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

For purposes of this clause, 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 means such as assistive devices or services that would constitute reasonable accommodations under the Federal 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.

Public Information Act: Information, documentation and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

Condition of Products: All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

Warranty: Manufacturers standard warranty shall apply unless otherwise stated.

Freight Charges F.O.B. Point: All purchases shall be F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or storedoor delivery) unless special PO instructions direct or permit otherwise.

Prices: Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

Audits: Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this PO are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor 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. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject Vendor to criminal penalties.

Vendor Performance: In compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and the Texas Administrative Code, Title 1, Chapter 113.6, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

Criminal Background Checks: Vendor shall provide all required information and assistance for TJJD to conduct criminal back ground checks on all persons that TJJD determines is required to be background checked and fingerprinted. This may include any staff required to enter a TYC facility where youth reside or who have access to TJJD youth or TJJD youth information under this Agreement. All criminal back ground checks will be performed at TJJDs expense. Vendor shall notify TJJDs Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that s arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.

All criminal background checks will be conducted in accordance with TJJD policies and procedures. TJJDs designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJD has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJD facilities or other work under this Agreement or subject to other security restrictions.

Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

Authorized Signature

Jackie Schmaltz, CTP

08/24/2015



INVITATION FOR BIDS

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

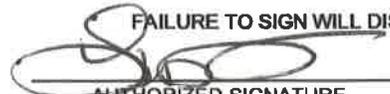
IF NOT BIDDING, DO NOT RETURN THIS FORM
BIDDER AGREES TO COMPLY WITH ALL TERMS & CONDITIONS OF THIS IFB

BID OPENING ► July 27, 2015 @ 3:00
Administration Bldg TJJD

AGENCY TO INVOICE
Texas Juvenile Justice Department (TJJD) Gainesville State School 1379 FM 678 Gainesville, TX 76240
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
Texas Juvenile Justice Department (TJJD) Gainesville State School 1379 FM 678 Gainesville, TX 76240

REQUISITION NO. ► 16-Barber

FAILURE TO SIGN WILL DISQUALIFY BID


AUTHORIZED SIGNATURE

7/20/15
DATE

* By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68)

DELIVERY IN DAYS, CASH DISCOUNT % DAYS

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:

Gainesville State School, 1379 FM 678, Gainesville, TX 76240
OR HAND DELIVER OR OVERNIGHT/EXPRESS MAIL:
Gainesville State School
1379 FM 678, Gainesville, TX 76240
FAX NUMBER FOR BIDS & ADDENDUMS ONLY: (940) 655-2694

VENDOR ADDRESS AND IDENTIFICATION NUMBER

16108 Cowhater
Juno TX 76247

Vendor ID #: 7003548808

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

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Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following website: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11:

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders*
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Recycled or reused computer equipment or other manufacturers

- 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
- Foods of higher nutritional value

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1	952-10	Provision of haircuts for youth at Gainesville State School by licensed barber/haircutter. 1. Bidder/vendor will provide on-campus haircuts and will provide all necessary equipment and supplies. (capes, clippers, guards and haircutting scissors) 2. Bidder/vendor must provide school a copy of current license. 3. Haircuts are to be given to each youth once a month. Bidder/vendor must be able to maintain this schedule. Other than weekend haircuts must have					

	<p>business manager approval. Upon award, bidder/vendor shall submit a proposed weekend haircut schedule.</p> <p>4. Current population is approximately 275-300 youth. The school does not guarantee a certain number, but this has been a consistent barometer of the number to be expected.</p> <p>Haircuts are to be given are as follows: #1 to a #3 blade even military style to include buzz cut, flat top or crew cut. (See attached photos) Location of cuts: Dorms Approximately 70% of population – estimated 210 youth.</p> <p>OR</p> <p>#3 blade, crew cut, flattop, hair to collar with sideburns no longer than middle of ear, clean neckline (see attached photos) Location of cuts: Dorms Approximately 30% of population – estimated 90 youth.</p> <p>5. Bidder/vendor will be paid MONTHLY after submission of itemized invoice. List of all youth and haircut type must be included with the invoice.</p> <p>6. Bidder/vendor must abide by all posted rules and regulations regarding entrance to and remaining on campus.</p> <p>7. Gainesville State School is a tobacco free campus. No exceptions.</p> <p>8. Upon award, either party may cancel this agreement without cause with a 30-day written notice. Term of contract: This agreement shall be in effect for the period of September 1, 2015 or the date of purchase order whichever is later through August 31, 2016 with the option to renew for two (2) consecutive one (1) year terms at the state's exclusive option. Renewal Option Dates: 09/01/16 through 08/31/17 09/01/17 through 08/31/18</p> <p>All bids should be submitted to the Purchasing Department in a sealed envelope marked "Barber Bid Enclosed" on front of the envelope.</p>	<p>Approx. 210 cuts</p> <p>Approx. 90 cuts</p>				
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**TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

<p>1. BIDDING REQUIREMENTS:</p> <p>1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.</p> <p>1.2 Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.</p> <p>1.3 Bids must be time stamped at Texas Juvenile Justice Department (TJJJ) on or before the hour and date specified for the bid opening.</p> <p>1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.</p> <p>1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.</p> <p>1.6 Bid prices are requested to be firm for TJJJ acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.</p> <p>1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid.</p> <p>1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TJJJ based on an acceptable written reason.</p>	<p>1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.</p> <p>1.10 AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.</p> <p>1.11 Consistent and continued tie bidding could cause rejection of bids by TJJJ and/or investigation for antitrust violations.</p> <p>1.12 The telephone number for FAX submission of bids is (940 665-2694). This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.</p> <p>1.13 Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.</p> <p>2. SPECIFICATION:</p> <p>2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.</p>	<p>2.2 Unless otherwise specified, items shall be new and unused and of current production.</p> <p>2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.</p> <p>2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.</p> <p>2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this invitation for Bids (IFB).</p> <p>2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.</p> <p>3. TIE BIDS: Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).</p> <p>4. DELIVERY:</p> <p>4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.</p> <p>4.2 If delay is foreseen, vendor shall give written notice to TJJJ and the ordering agency. Vendor must keep TJJJ and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TJJJ to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.</p> <p>4.3 No substitutions permitted without written approval of TJJJ.</p> <p>4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.</p>
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<p>5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized TJJJ personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.</p> <p>6. AWARD OF CONTRACT: A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.</p> <p>7. PAYMENT: Vendor shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code.</p> <p>8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents, trademarks or copyrights.</p> <p>9. VENDOR ASSIGNMENTS: Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).</p>	<p>10. BIDDER AFFIRMATION: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:</p> <p>10.01 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.</p> <p>10.02 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.</p> <p>10.03 Pursuant to Section 2155.004, Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.</p> <p>10.04 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.</p> <p>10.05 Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.</p> <p>10.06 ENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TJJJ, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT</p>	<p>COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH VENDOR RESULTING FROM THIS IFB. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY CPA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TJJJ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TJJJ OR ITS EMPLOYEES.</p> <p>10.07 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.</p> <p>10.08 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:</p> <p>_____</p> <p>Name of Former Executive</p> <p>_____</p> <p>Name of State Agency</p> <p>_____</p> <p>Date of Separation from State Agency</p> <p>_____</p> <p>Position with Bidder</p> <p>_____</p> <p>Date of Employment with Bidder</p> <p>10.09 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.</p>
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10.10 Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the 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 that state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

10.11 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

10.12 Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a

federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is no ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.13 Bidder represents that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.

11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Lucyia Brown
Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

12. NOTE TO BIDDER:
Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

13. PROTEST PROCEDURES:
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may

formally protest as provided in the CPA's rules 34 TAC Rules 20.384.

14. DISPUTE RESOLUTION:
The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by TJJJ and the contractor to attempt to resolve all disputes arising under this contract.

15. NON-APPROPRIATION OF FUNDS:
The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

16. TEXAS PUBLIC INFORMATION ACT:
Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

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

<p>18. FORCE MAJEURE: Neither bidder nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement including in any contract resulting from this IFB 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 of 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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.</p> <p>19. INDEPENDENT CONTRACTOR: Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of TJJD. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), TJJD</p>	<p>is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.</p> <p>20. SUBCONTRACTING PROGRAM (HUBs) – Good Faith Effort – State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the State, see Tex. Gov't Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas.</p> <p>21. MATERIAL SAFETY DATA SHEETS: A vendor must provide, at no cost to TJJD, at least one copy of any applicable Manufacturer's Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. TJJD administrators and or designees shall require MSDS for all hazardous chemicals delivered to TJJD facilities per RMT. 19.13.</p> <p>22. ADDITION/DELETION: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.</p>	<p>23. TERMINATION FOR CONVENIENCE: This contract may be terminated by either party with 30-days written notification (unless timeframe as otherwise specified herein) either in whole or in part.</p> <p>24. CRIMINAL BACKGROUND CHECKS: Vendor shall provide all required information and assistance for TJJD to conduct criminal background checks on all persons that have access to TJJD youth or TJJD youth information under this Agreement. All criminal background checks will be performed at TJJD's expense. Vendor shall notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that is arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.</p> <p>All criminal background checks will be conducted in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJD has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJD facilities or other work under this Agreement or subject to other security restrictions.</p>
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