



Texas Youth Commission
4900 North Lamar Blvd.
Austin, TX 78751

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

REQUEST FOR PROPOSALS (RFP)

RFP# 694-10-0844

DATED: December 21, 2009

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO. 694-10-0844	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED December 21, 2009
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SOLICITATION

5. Sealed offers will be received by the Commission until 1:00 p.m., January 21, 2010, and submitted to: Texas Youth Commission Central Office Building Contracts Group, 2 nd Floor 4900 North Lamar Blvd. Austin, Texas 78751 Attention: 694-10-0844 BARBARA KELLEY	6. FOR INFORMATION CONTACT: Kenneth Ming, CTPM, CTCM, CPPB PHONE: (512) 424-6428 FAX: (512) 424-6337 E-MAIL: Kenneth.i.ming@tyc.state.tx.us
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OFFER (Must be fully completed by Offeror)

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

TO BE COMPLETED AT TIME OF AWARD

Document Type:

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

The total funding for the base period of this contract shall not exceed \$

Contractor:

Texas Youth Commission

By: _____
 Name
 Title: _____
 Date: _____

By: _____
 Cheryln K. Townsend
 Title: Executive Director
 Date: _____

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SECTION I STATEMENT OF WORK

The Texas Youth Commission (the Department) is seeking the services of a contractor(s) to provide Functional Family Therapy services as described below beginning from February 1, 2010 through August 31, 2011, with two (2) additional one (1) year renewal option periods.

The “Respondent” must be currently operating a program in either the Dallas or Houston area and be licensed/certified by Functional Family Therapy to administer the program to TYC youth and families.

The Functional Family Therapy Program being proposed must be licensed/certified through:

Functional Family Therapy

Holly DeMaranville-FFT Communications Director
1251 NW Elford Drive
Seattle, WA 98177
206-369-5894
hollyfft@comcast.net

Questions are to be submitted in writing to Kenneth Ming at (512) 424-6428 or kenneth.i.ming@tyc.state.tx.us before 1:00 P.M. CST on Tuesday, January 5, 2010.

Questions will be answered via Amendment to the Solicitation and posted to the Electronic State Business Daily (ESBD) at:

http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=694&orderby=Agency

A. SCOPE OF WORK:

FUNCTIONAL FAMILY THERAPY (FFT)

TYC is seeking providers licensed/certified and currently operating a program to deliver Functional Family Therapy (FFT) to both male and female juvenile offenders who are between the ages of 10 and 19 who display antisocial behavior that can be attributed to individual, family, peer, school, and neighborhood factors. TYC is seeking these services in Harris and Dallas Counties. TYC is seeking proposals to serve up to forty (40) youth and families through August 31, 2010 and sixty (60) families for period September 1, 2010 through August 31, 2011. These capacities may be adjusted at TYC discretion. The program should include but not be limited to the following services: services conducted both in a clinical setting as well as outpatient therapy and as a home-based model; short-term interventions: 8-12 sessions spread over a 3 month period; up to 30 hours of direct services (i.e. clinical sessions, telephone calls, and meetings involving community resources); primary focus of interventions are with the family; Phases of FFT includes specific goals, assessment foci, specific techniques of interventions (i.e. risk and protective factors addressed), and therapist skills necessary for success; the FFT clinical model has a “clear identification of specific phases which organize intervention in a coherent manner, thereby allowing clinicians to maintain focus on the context of considerable family and individual disruption;” family-based interventions that adopt a multi-systemic perspective in order to treat the broad range of problems found in those youth who engage in delinquent and criminal behavior; comprehensive clinical model: established clinical theory, empirically

supported principles and extensive clinical experience; clinical practices that are flexibly structured and culturally sensitive; important emphasis on respecting all family members on their own terms (i.e. service providers who are sensitive to the needs of these diverse families and competent to work with them, and who understand why the families may resist treatment); motivating families to change by uncovering family members' unique strengths in ways that enhance self-respect, and offering families specific ways to improve.

The successful Respondent shall be a certified site by FFT and provide fidelity to all services required by the model. Since the FFT training requires case loads immediately, TYC will make appropriate referrals to allow for compliance with training requirements.

B. DEFINITIONS:

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

1. Contract Award Date: Contract signature date, duly authorized by all parties.
2. Department: The Texas Youth Commission, and any other State Agency that may elect to receive services under the terms of this Contract.
3. Participant: Any Department supervisee for whom Services are provided by the Contractor.
4. Primary Term: The initial contract period, beginning on the Contract Award Date and ending on the first anniversary of the Contract Award Date.
5. Services: The equipment to be provided and the work to be performed by the Contractor under the terms of this Contract.
6. Service Areas: Harris and Dallas Counties in Texas.
7. Contractor: The vendor selected to provide monitoring services under the terms of this Contract.
8. Respondent: The Respondent refers to the party who responds to the Request for Proposal.
9. Provider: The Contractor who has been awarded the contract.
10. Days: means calendar days, unless otherwise specified.

C. SPECIFIC DUTIES AND OBLIGATIONS:

Successful respondents must demonstrate the following:

- Understanding of FFT philosophy;
- Ability to work and communicate effectively with diverse populations;
- A plan to maintain trained and qualified staff;
- Ability to meet the staffing requirements as set forth by the MST and FFT Programs. Staffing patterns must provide for coverage due to staff absences for any reason.
- The ability to provide appropriate computer access as mandated by MST and FFT;
- A plan for tracking, reporting and evaluating outputs/outcomes to include: number of youth served, number and percent of youth and families successfully completing program requirements, number and percent of youth who have subsequent referrals and a method for measuring and reporting improvements in family relationships and family functioning.

D. EQUIPMENT REQUIREMENTS

Contractor must provide all equipment, including automobiles, necessary to provide the services required by this RFP. Additionally, the contractor must be prepared to upgrade or replace the equipment during the term of the resulting contract. Contractor must maintain the equipment in good working order and without disruption to the services being provided. All equipment repairs must be made within 72 hours. Contractor must also provide support services for the equipment.

**SECTION II
GENERAL INFORMATION****A. PERIOD OF PERFORMANCE:**

It is the intention of TYC to issue one or more contracts for these services.

The term of the contract shall be from February 1, 2010 through August 31, 2011. The Contract may be renewed for two (2) additional one (1) year renewal option periods, provided that both parties agree in writing (via contract amendment) to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes to be mutually agreed upon.

B. COMPANY QUALIFICATIONS:

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

1. Any Respondent awarded a contract or purchase order as a result of this RFP must be certified to do business in the state of Texas and obtain a Texas Identification Number (TIN) through the Texas Comptroller of Public Accounts at:

<http://www.window.state.tx.us/taxinfo/taxforms/ap-201.pdf>

2. Any Respondent must be, in TYC's sole judgment, an established company that is financially stable with the ability to meet the financial responsibilities of this project; and the Respondent has delivered to TYC a copy of its most recent audited financial report. This report must include, at a minimum the following financial information: audited balance sheet and statement of income and any changes in financial position of the company. This statement fairly presents the financial position of the Respondent at the date shown and the results of its operations for the period covered, and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statement.
3. Respondent must have a minimum of two (2) years experience providing multi-dimensional therapy and/or functional family therapy services.

C. PERSONNEL QUALIFICATIONS:

1. TYC and the Respondent shall agree to designate specific members of the Provider's project team as "Key Personnel." "Key Personnel" will be those individuals essential to the services being provided. Specific conditions and requirements of Key personnel will be defined after contract award.
2. TYC prefers the Provider 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 varying technical skills;
 - b. Providing quality management services.

D. 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;
2. Subcontracting shall be at the Respondent's expense;
3. TYC 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 TYC and subcontractors. Respondent shall designate a point-of-contact for all TYC and subcontractor inquiries.

SECTION III OFFER INFORMATION

A. OFFER REQUIREMENTS:

1. **Submission:** Offers shall be received at TYC prior to 3:00 p.m., Friday, January 8, 2010.

Offer should be placed in a sealed envelope/package and correctly identified with RFP number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the Offer to TYC by the specified date.

Receipt of any amendments to this RFP must be acknowledged by returning a signed copy of each amendment (first page only), a fax or e-mail acknowledgment to the Contract Administrator, OR by acknowledging the amendment(s) in block 8 of the Solicitation, Offer and Award form. Any amendments will be posted to the ESBD at:

http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=694&orderby=Agency

Respondents to this RFP are responsible for all costs of Offer preparation.

TYC reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of TYC.

Offer shall be submitted to: TYC Central Office located at 4900 North Lamar Blvd., Austin, Texas 78751. Attn: Kenneth Ming, Contracts, Section, 2nd Floor.

Schedule of Events

EVENT	DATE
RFP Issued	December 18, 2009
Written Questions Due	January 4, 2010 @ 1:00 p.m.
TYC Response to Written Questions	January 5, 2010 @ 5:00 p.m.
Proposals Due	January 8, 2010 @ 3:00 p.m.
Award Contract	January 28, 2010
Contract Performance Begins	February 1, 2010

2. **Content:** Below is a summary of requested information. Offer submitted without this information will be evaluated accordingly. TYC 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 may result in disqualification.
- a. **Technical Submission:**
- Transmittal 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.
 - Company Information (see below)
 - Signed "Solicitation, Offer And Award" form
 - Execution of Offer (**Exhibit A**) [**Note: Failure to return a completed Exhibit A will result in rejection of your proposal**]
 - Proposed Services
 - Company Experience and Qualifications (see below)
 - Company References (see below)
 - **Pricing Schedule (Exhibit B)** [**Failure to return a completed Exhibit B will result in rejection of your proposal**]
- b. **Company Information:** Including, but not limited to the following:
- Company description
 - Ownership
 - Physical and mailing address, if different
 - Other company locations
 - Telephone and facsimile number
 - E-mail address of company's primary contact
 - HUB Representation
 - Identify any pending administrative, civil, criminal proceedings against Contractor
 - Identify any administrative, civil, criminal proceedings against the vendor brought within the last five (5) years and if any provide a clear and concise statement of all allegations against the Contractor and the status of the proceeding.
 - Identify other projects in which the Contractor is currently providing or has provided services similar to the services described in this RFP.

- **HUB Subcontracting Plan:** This plan (**Exhibit C**) must be completed and submitted with the Proposal to be eligible for consideration. The Contractor shall be required to make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.11, pursuant to the Texas Procurement and Support Services (TPASS) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14. **[Failure to return a completed Exhibit C will result in rejection of your proposal]**
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- c. **Proposed Products/Services:** Respondent shall provide:
 - A description of how you intend to meet the goals as stated in Section I.
 - List service area in which services will be provided.
 - Provide a description of the current program be operated, including site location, number of therapists on staff, other clients that are being served by the program, number and type of clients being served.
- d. **Experience and Qualifications:** Describe services your organization has provided in the past two (2) years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities.
- e. **References:** Provide a minimum of two (2) references from clients for whom similar services were performed or provided. References should be companies/organizations/agencies whose requirements were of like magnitude and scope as outlined in the RFP. Include project description, contact names, position, and company name, telephone number and e-mail address for each reference listed.

REFERENCES TO BE LISTED BELOW
Project Description/Contact Name/Company Name/ Telephone#/E-Mail Address

3. **Inquiries:**

All inquiries should be submitted in writing to Barbara Kelley at facsimile 512-424-6337 or by email to kenneth.i.ming@tyc.state.tx.us.

All relative inquiries will result in written responses (amendments) posted to the Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/>

If Respondent does not have Internet access, copies may be obtained by sending a written request to the point of contact listed above.

Upon issuance of this RFP, beside written inquiries as described above, other employees and representatives of TYC will not answer questions or otherwise discuss

the contents of the RFP with any potential Provider or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. TYC assumes no responsibility for representations made by its employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this Offer.

B. 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: _____
 Street Address: _____
 City: _____ State: _____ Zip Code: _____

C. OFFER EVALUATION AND AWARD:

1. The intent of TYC is to award a contract. Any contract resulting from this Request for Proposal is contingent upon the availability of appropriations.
2. Offer will be evaluated on the basis of the evaluation criteria below.
3. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Comptroller of Public Accounts division of Texas Procurement and Support Services (TPASS) Provider Performance Tracking System (<http://www.cpa.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

D. EVALUATION FACTORS FOR AWARD:

SELECTION PROCESS - TYC will assemble an Evaluation Committee to review, evaluate and rank all responsive offers. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written offer. No information will be provided to anyone about the status of the offers while they are under evaluation.

Selection of offer for award will be based on the Best Value to the Department. The Department will solely determine the Best Value through evaluation of each offer in accordance with Texas Government Code, Title 10, Subchapter D, Section 2155.143.

At any stage in the process, TYC may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required service, TYC reserves the right to accept or reject all or part of any offer, waive minor technicalities and award the contract to best serve the interest of the State.

The contract that will be awarded as a result of this RFP will be based upon the proposal submitted by the successful Respondent and this solicitation. TYC reserves the right to either award a contract without further negotiation with the successful Respondent or to negotiate contract terms with the selected Respondent if the best interests of TYC would be served.

The Department may elect to select offers within a competitive range with whom to negotiate. Department may notify in writing any or all Offerors whose offers have been found to be responsive in the detailed evaluation phase.

All proposals are firm for a period of 180 (one hundred and eighty) days following the date on which proposals are due.

EVALUATION CRITERIA - (Exhibit D) The following are evaluation criteria, not necessarily in order of importance:

- A. Demonstrated Empirical Evidence of the proposed Program(s) and Technical Competence and Qualifications of the Contractor
- B. Experience of Respondent
- C. Program Cost
- D. Financial Stability and Resources

E. REDACTED ELECTRONIC COPY:

Under House Bill 3430, 80th Texas Legislature, (transferring §2177.052, Tex. Gov't Code, to Chapter 322, Tex. Gov't Code and redesignating it as §322.020) and as per the following requirements, no later than two (2) business days after Awarded Vendor's receipt of notice from Texas Youth Commission of Awarded Vendor's tentative contract award, the Awarded Vendor (and no other vendors) must deliver to Texas Youth Commission two (2) electronic copies of its complete proposal. Awarded Vendor shall deliver these electronic copies to Texas Youth Commission via overnight delivery in compliance with all of the following requirements:

- Two (2) CDs, each containing a copy of Awarded Vendor's Proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its Proposal that Awarded Vendor 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 Vendor's Proposal, such as social security numbers). Each CD shall also contain an Appendix for Awarded Vendor's Proposal which provides a cross reference for the location of all information redacted by Awarded Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Awarded Vendor]'s Proposal and Exhibits. Texas Youth Commission's RFP No. 694-10-XXXX."
- The Texas Legislative Budget Board has now implemented this contracts database. For information regarding the LBB website, go to:

<http://www.statutes.legis.state.tx.us/SOTWDOcs/GV/htm/GV.322.htm#322.020>

- See the LBB website at www.lbb.state.tx.us <<http://www.lbb.state.tx.us/>>. Texas Youth Commission shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. In submitting a Proposal in response to this RFP, Vendors acknowledge that they understand and accept this requirement.

F. PROPRIETARY OR CONFIDENTIAL INFORMATION:

Responses may include proprietary or confidential information. Subject to the provisions of the Texas Public Information Act TYC 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. See Section III-E above.

**SECTION IV
GENERAL TERMS AND CONDITIONS**

A. SPECIFICATIONS:

The services performed shall be in accordance with the specifications herein. TYC will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. TYC will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Provider.

B. AWARD OF A CONTRACT:

A response to a solicitation is an Offer to contract with TYC 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 TYC designee by issuance of a Contract document or purchase order.

This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Government Code (TGC) and TPASS rules. 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: the RFP (including its attachments, exhibits, supplements, and addenda); the Provider's Offer; any TYC request for a Best and Final Offer; negotiated changes, and the Provider's Best and Final Offer.

C. FUNDING OUT:

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

D. VENUE:

The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas. The venue of any suit arising under this contract is fixed in any court of competent jurisdiction of Travis County, Texas.

E. ASSIGNMENT:

The contract is void if sold or assigned to another company without written approval of TYC. Written notification of changes to company name, address, telephone number, etc. shall be provided to TYC as soon as possible, but not later than thirty (30) days from the date of change.

F. PUBLIC DISCLOSURE:

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"). See Section III-E above.

G. 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.

H. PAYMENT:

Prior to authorizing payment to Contractor, TYC shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to TYC for Services performed. Invoices must be submitted to TYC, 4900 North Lamar, Austin, Texas, ATTN: Accounting, not later than the 15th day of the month after the Services are completed. Payment will be made on a monthly basis and within thirty (30) days from receipt of a correct invoice or billing statement unless otherwise stated in the solicitation document. Provider shall submit two (2) copies of an invoice showing the purchase order number, payee I.D., a description of the services provided the name and division of the TYC Contract Manager, remit to address, and telephone number on all copies. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon TYC receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

I. AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:

Funds are not presently available for performance under this Contract beyond August 31, 2009. The Commission's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Commission for any payment may arise for performance under this Contract beyond contract term end date, until funds are made available to the Commission for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Commission.

J. PATENTS OR COPYRIGHTS:

The Provider agrees to protect TYC and the state from claims involving infringement of patent or copyrights.

K. RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any

purpose other than the performance of contractor's obligations under this contract without the prior written consent of the State; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

L. INTELLECTUAL PROPERTY INDEMNIFICATION:

The contractor will indemnify, defend and hold harmless the State of Texas and TYC against any action or claim brought against the State of Texas and/or TYC that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or TYC in a judgment or settlement.

If TYC's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of TYC contractor shall, at its sole expense (1) procure for TYC the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

M. TECHNOLOGY ACCESS:

Texas Government Code, Title 10, Subtitle D, Section 2157.005 (<http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm>), requires the Comptroller of Public Accounts and the Department of Information Resources, in consultation with other state agencies and after public comment, to develop a technology access clause to allow for both visual and non-visual access. The clause is to be included in all documents (offers, quotes, etc.) and contracts entered into by the state or state agencies related to the procurement of Automated Information System (AIS) products, regardless of dollar amount.

The clause, as adopted, was published in the Texas Register on October 24, 1997, Issue (22 TexReg 10551). The clause was modified to address the submitted comments.

The clause states, as a condition for the expenditure of state funds in the purchase of an AIS product, that the technology:

- will provide equivalent access for effective use by both visual and non-visual means;
- will present information, including prompts used for interactive communications, in formats
- intended for both visual and non-visual use; and
- can be integrated into networks for obtaining retrieving, and disseminating information used by individuals who are not blind or visually impaired.

This clause applies to all contracts made by state agencies that involve the purchase of an AIS product, without regard to:

- the source of funds used to make the purchase;
- whether the purchase is made under delegated purchasing authority; or
- whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law.

The clause is to read without modification:

"The Contractor 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 Contractor represents and warrants to TYC that the technology provided to TYC 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:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual 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 paragraph, 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 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."

N. ANTI-TRUST:

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, 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 Contract.

O. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260 of Texas Government Code, and 37 TAC 117.73 and 117.77 shall be used by TYC and the Respondent to resolve all disputes arising under this contract.

P. PROVIDER RESPONSIBILITIES:

1. The Provider shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Provider shall furnish TYC with satisfactory proof of its compliance.
2. The Provider warrants that the delivered services shall perform as documented after final acceptance as per agreed upon service levels.
3. The Provider shall repair any service defects within a time period reasonable to the severity of the defect as per agreed upon service levels.

Q. INDEPENDENT CONTRACTOR:

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Provider shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Provider's employees.

R. ABANDONMENT OR DEFAULT:

If the contractor defaults on the contract, TYC reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by TYC based on the seriousness of the default.

S. RIGHT TO AUDIT:

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TYC or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TYC and State of Texas requirements. Contractor shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor 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 Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TYC, the State of Texas or their authorized representatives. Contractor shall cooperate with auditors and other authorized TYC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TYC or the State of Texas. By example and not as an exclusion to other breaches or failures, Contractor's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TYC to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFP. TYC may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor's books and records or the State's property. The independent auditor shall provide TYC with a copy of such audit at the same time it is provided to Contractor. TYC retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex Government Code, the State Auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Contractor or any other entity or person directly under this

Agreement or indirectly through a subcontract under this Agreement 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. This Agreement may be amended unilaterally by TYC to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above, (1) the Contractor understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds; (2) the Contractor further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and (3) the Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

T. FORCE MAJEURE:

TYC may grant relief from performance of the contract if the Provider is prevented from 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 Provider. The burden of proof for the need of such relief shall rest upon the Provider. To obtain release based on force majeure, the Provider shall file a written request with TYC.

U. TERM AND TERMINATION:

This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Convenience. TYC reserves the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TYC shall be liable for payments limited only to the portion of work authorized by TYC in writing and completed prior to the effective date of cancellation, provided that TYC shall not be liable for any work performed that is not acceptable to TYC and/or does not meet contract requirements. All work products produced by the Contractor and paid for by TYC shall become the property of TYC and shall be tendered upon request.

Termination for Default. TYC may, by written notice of default to the contractor, terminate this contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TYC. TYC will provide a thirty (30) day written notice of termination to the contractor (delivered by certified mail, return receipt requested) of intent to terminate, and TYC will provide the contractor with an opportunity for consultation with TYC prior to termination.

Upon receipt of written notice to terminate, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TYC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

V. NO WAIVER:

Nothing in this contract will be construed as a waiver of the State'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 considered as a basis for estoppel. TYC does not waive any privileges, rights, defenses, remedies, or immunities available to TYC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

W. LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:

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

X. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:

Contractor represents and warrants that it is not the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found liable for such practices in such proceedings. Contractor 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 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.

Y. EQUAL OPPORTUNITY:

Provider represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of this contract.

Z. TAXES:

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TYC.

AA. PUBLIC DISCLOSURE:

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of TYC.

AB. VIOLATION OF FEDERAL LAW RELATING TO RECONSTRUCTION EFFORTS AS A RESULT OF HURRICANES RITA, KATRINA OR ANY OTHER DISASTER AFTER SEPTEMBER 24, 2005:

Pursuant to Section 2261.053, Government Code a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a

federal law or accessed 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, Katrina, or any other disaster occurring after September 24, 2005. Under Section 2261.053, Government Code, the Contractor certifies that the individual or business entity named in this proposal 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.

AC.CONFIDENTIALITY AND SECURITY:

Section 1: Provider agrees that all its employees will comply with state and federal law and with TYC policies regarding the confidentiality of student/youth records and identifying information.

Section 2: Provider agrees that all information regarding TYC and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TYC.

Section 3: Upon termination or expiration of the Agreement Provider agrees to return or destroy and certify the destruction of all student/youth records.

Section 4: Provider agrees any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Commission without prior approval of the other party.

AD.INDEMNIFICATION OF THE COMMISSION:

The Contractor shall indemnify and save the Texas Youth Commission, the State of Texas and its officers, agents and employees (hereinafter the State) harmless from and against:

1. Any and all claims arising from the conduct, management or performance of the Contract by Contractor, its agents, subcontractors or employees, including, without limitation, any and all claims or arising from:
 - a. Any breach or default on the part of the Contractor in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this Contract;
 - b. Any act or negligence of the Contractor or any of its agents, subcontractors, servants, employees or licensees;
 - c. Any accident, injury or damage whatsoever caused to any person, firm or corporation.
2. All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon.

Nothing herein is intended to deprive the State or Contractor of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does the Contractor waive any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

AE. BUY TEXAS:

Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

AF. RECORDS RETENTION:

Contractor is aware of and in compliance with records retention requirements and a plan has been developed for contract file maintenance.

AG. NO LIABILITY UPON TERMINATION:

If this Contract is terminated for any reason, TYC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

AH. FINGERPRINT AND BACKGROUND CHECK:

Service Provider will:

1. As directed, provide information regarding persons providing services under this Agreement and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TYC's expense and through TYC or TYC's contract providers for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from TYC's Director of Human Resources.
3. Notify TYC's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TYC youth and 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's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TYC's Director of Human Resources.

TYC will approve any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TYC policies and procedures. TYC's designated contact for criminal background checks is the Director of Human Resources (512) 424-6000.

AI.SEVERABILITY CLAUSE:

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

AJ.INSURANCE:

The Contractor shall procure and maintain at its expense during the term of the contract or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to (name of agency) and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Contractor shall provide and furnish evidence of the following insurance:

Workers Compensation – Minimum coverage for employer liability as determined by the Texas Department of Insurance.

Contractor shall obtain and maintain in full force at all times during the term of this contract insurance coverage naming the State of Texas, acting through the TYC, as an additional insured and loss payee on its policies described below.

Comprehensive General Liability in the amount of: \$500,000.00 per occurrence and of \$1,000,000.00 in the aggregate.

If insurance policies are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.

Professional Liability Insurance with the limits of: \$1,000,000.00 per claim.

Each policy of required insurance shall provide for thirty (30) days written notice of cancellation to TYC and include the following provisions. "It is a condition of this policy that the Company shall furnish written notice to TYC, 4900 North Lamar Blvd., Austin, Texas 78751, Attn: Barbara Kelley, thirty (30) days in advance of any reduction in, or cancellation of this policy."

Insurance shall be effective and evidence of acceptable insurance furnished to TYC, prior to commencing any operations under this contract.

AK.PROHIBITED USE OF APPROPRIATED OR OTHER FUNDS UNDER CONTROL OF STATE AGENCY; LOBBYING:

The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.

AL.FRAUD, WASTE OR ABUSE:

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can

be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.state.tx.us. It can also be reported to the TYC Office of the Inspector General at 1-512-424-6450, 4900 North Lamar Blvd., Austin, Texas.

AM.IMMIGRATION:

Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this contract.

AN.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.

Neither the Offeror nor the firm, corporation, partnership, or institution represented by the Offeror, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

AO.ETHICS:

1. Conflict of Interest - Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business.

Specifically, a TYC 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. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TYC or purchasers of other state agencies.

2. No Gratuities - The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

AP.NO COMPENSATION:

Pursuant to Section 2155.004 Government Code, the Offeror has not received compensation for participation in the preparation of the specifications for this solicitation. Under Section 2155.004, Government Code, the Offeror certifies that the individual or business entity named in this proposal 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.

AQ. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION:**Definition:**

“Historically Underutilized Business” means an entity with its principal place of business in this State that is:

1. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation’s control, operation and management;
2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
3. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership’s control, operation and management;
4. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
5. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

“Economically disadvantaged person” means a person who is economically disadvantaged because of the person’s identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

HUB Representation:

The Offeror represents as part of its offer that it [] is, or [] is not a HUB certified by the Texas Procurement and Support Services (TPASS).

EXHIBIT A
EXECUTION OF OFFER

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

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, Offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business. By signing this Offer, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.006(b) of the Texas Government Code (TGC), 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 natural 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 natural 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 not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Contractor [Respondent] 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."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) Ownership of the business entity submitting the response.

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, TYC or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TYC 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.

TYC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, Respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent 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.

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

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. Respondent certifies that it has not been an employee of TYC within the last twelve (12) months.

RESPONDENT (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSMILE NO.: _____

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

Exhibit B Pricing Schedule

PRICING INFORMATION

Functional Family Therapy (FFT)

Reimbursement will be for actual services provided to participants. Payments to Provider will vary depending on referrals of participants.

THERE IS NO GUARANTEE NUMBER OF REFERRALS. However, TYC has identified up to 40 youth and families to be served for period February 1, 2010 through and 60 youth and families to be served for period September 1, 2010 through August 31, 2011.

Provide a rate schedule that shows the cost for 20 to 60 youth either by

Billable Unit for each Participant:

\$ _____ (Billable unit _____)	_____ Number of Youth Served
\$ _____ (Billable unit _____)	_____ Number of Youth Served
\$ _____ (Billable unit _____)	_____ Number of Youth Served
\$ _____ (Billable unit _____)	_____ Number of Youth Served
\$ _____ (Billable unit _____)	_____ Number of Youth Served
\$ _____ (Billable unit _____)	_____ Number of Youth Served

ALTERNATE BILLING METHOD:

Provider may propose and alternate billing method that best fits the FFT model and programming described in this RFP.

Respondents will be required to provide a budget as to all costs, both direct and indirect utilized in determining the reimbursement rate billable unit.

Funding has been allocated for each fiscal year and can not be carried over from Fiscal year 2010 to Fiscal Year 2011.



HUB SUBCONTRACTING PLAN (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to 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 State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - 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 are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- 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 to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

EVALUATION CRITERIA

- A. Demonstrated Empirical Evidence of the proposed Program(s) and Technical Competence and Qualifications of the proposed Contractor – 35%
- B. Experience of Respondent - 20%
- C. Program Cost – 40%
- D. Financial Stability and Resources - 5%