

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONTRACT FOR SERVICES
TJJJ Contract #: CON0000518

This contract is effective **April 11, 2016**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJJ**, and **The Council of Juvenile Correctional Administrators, Inc. ("CJCA")**, hereinafter **Service Provider**, for the purpose of obtaining training and technical assistance to implement the Youth in Custody Practice Model (YICPM) services.

This contract is entered into under the authority of Texas Government Code Chapter 2155. For the mutual considerations described in this contract, the parties agree as follows:

I. SERVICE PROVIDER

Statement of Work is incorporated by reference and consists of the following documents:

Order of Precedence:

- A. TJJJ Contract document
- B. Service Provider's Contract document
- C. TJJJ Application
- D. Letter of Interest
- E. Youth Custody Practice Model

The contract begins on April 11, 2016, and ends on October 10, 2017.

The Service Provider will assist TJJJ with training and technical assistance to implement the Youth in Custody Practice Model (YICPM) services.

II. TJJJ

For and in consideration of the services provided to TJJJ by Service Provider, TJJJ will:

- A. Pay Service Provider \$179,000.00 per one-time payment for the duration of this contract. The not to exceed (NTE) amount of this contract is \$179,000.00.
- B. Terms of payment shall be in accordance with Chapter 2251, Texas Government Code, and Texas Government Code 403.0551, which provide that, if applicable, payment owing to the contractor under this contract will be applied toward elimination of the contractor's 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.

III. GENERAL TERMS AND CONDITIONS

A. SPECIFICATIONS:

The services performed shall be in accordance with the specifications herein. TJJJ 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.

B. AWARD OF A CONTRACT:

A response to a solicitation is an Offer to contract with TJJJ 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 TJJJ 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 Respondent's Offer; any TJJJ request for a Best and Final Offer; negotiated changes, and the Respondent'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 TJJJ. Written notification of changes to company name, address, telephone number, etc. shall be

provided to TJJD 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 contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

G. ADVERTISING OF AWARD:

The Service Provider 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 TJJD or is considered by the TJJD to be superior to other products or services.

H. PAYMENT:

Prior to authorizing payment to Service Provider, TJJD shall evaluate Service Provider's performance using the performance standards set forth in all documents constituting this Contract. Service Provider shall provide invoice(s) to TJJD for Services performed. Invoice(s) must be submitted to TJJD, 11209 Metric Blvd, Bldg. H, STE A, Austin, Texas, 78758 ATTN: Claims, not later than the 15th day of the month after the Services are to be paid. Payment will be made within thirty (30) days from receipt of a correct invoice or billing statement unless otherwise stated in the contract. Service Provider shall submit two (2) copies of an invoice showing the contract number, payee I.D., a description of the services provided the name and division of the TJJD 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. Subject to the foregoing, TJJD must make all payments in accordance with the Texas Prompt Payment Act, Government Code, Subtitle F, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD receipt of funds appropriated by the Texas Legislature.

I. AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:

Funds are not presently available for performance under this Contract beyond August 31, 2016. TJJD'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 TJJD for any payment may arise for performance under this Contract beyond contract term end date until funds are made available to TJJD on for performance and until the Service Provider receives notice of availability, to be confirmed in writing by TJJD.

J. PATENTS OR COPYRIGHTS:

The Service Provider agrees to indemnify, defend, and hold harmless TJJJ and the State of Texas 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 Service Provider 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 Service Provider upon completion, termination, or cancellation of this contract. Service Provider may, at its own expense, keep copies of all its writings for its personal files. Service Provider shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the State; provided, however, that Service Provider 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 Service Provider will indemnify, defend and hold harmless the State of Texas and TJJJ against any action or claim brought against the State of Texas and/or TJJJ that is based on a claim that software infringes any patent rights, copyright rights, or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or TJJJ in a judgment or settlement.

If TJJJ's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of TJJJ, Service Provider shall, at its sole expense, (1) procure for TJJJ 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. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY, STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213

1) Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format.

Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

N. ANTI-TRUST:

Service Provider represents and warrants that neither Service Provider nor any firm, corporation, partnership, or institution represented by Service Provider, nor anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or 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 Texas Administrative Code §385.1111 shall be used by TJJD and the Service Provider to resolve all disputes arising under this contract.

P. SERVICE PROVIDER RESPONSIBILITIES:

1. The Service 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 contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Service Provider shall furnish TJJD with satisfactory proof of its compliance.
2. The Service Provider warrants that the delivered services shall perform as documented after final acceptance as per agreed upon service levels.
3. The Service 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, co-venturers in a joint venture, 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 Service Provider shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

R. ABANDONMENT OR DEFAULT:

If the Service Provider defaults on the contract, TJJD 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 Service Provider 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 TJJD based on the seriousness of the default.

S. AUDIT CLAUSE:

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. Acceptance of funds 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph, concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate, is included in any subcontract it awards.

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

TJJD may unilaterally amend this Contract to comply with any rules and procedures of the State Auditor.

T. 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: TJJD 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 Service Provider shall cease all work immediately upon the effective date of termination. TJJD shall be liable for payments limited only to the portion of work authorized by TJJD in writing and completed prior to the effective date of cancellation, provided that TJJD shall not be liable for any work performed that is not acceptable to TJJD and/or does not meet contract requirements. All work products produced by the Service Provider and paid for by TJJD shall become the property of TJJD and shall be tendered upon request.

Termination for Default: TJJD may, by written notice of default to the Service Provider, terminate this contract, in whole or in part, for cause if the Service Provider fails to perform in full compliance with the contract requirements, through no fault of TJJD. TJJD will provide a thirty (30) day written notice of termination to the Service Provider (delivered by certified mail, return receipt requested) of intent to terminate, and TJJD will provide the Service Provider with an opportunity for consultation with TJJD prior to termination. Upon receipt of written notice to terminate, the Service Provider shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TJJD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this contract, whether completed or in process.

U. FORCE MAJEURE:

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

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 be considered as a basis for estoppel. TJJD does not waive any privileges, rights, defenses, remedies, or immunities available to TJJD by issuing this contract or by its conduct prior to or subsequent to entering into this contract.

W. LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:

Service Provider shall have no authority to act for or on behalf of TJJJ or the State of Texas. No other authority, power or use is granted or implied. The Service Provider may not incur any debts, obligations, expenses or liabilities of any kind on behalf of the State of Texas or TJJJ.

X. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:

Service Provider represents and warrants that it is not the subject of allegations of Deceptive Trade Practices Act 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 Service Provider has not been found liable for such practices in such proceedings. Service Provider 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:

Service 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, or 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 TJJJ.

AA. PUBLIC DISCLOSURE:

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

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 Service Provider certifies that the individual or business entity named in its 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: Service Provider agrees that all its employees will comply with state and federal law and with TJJJ policies regarding the confidentiality of student/youth records and identifying information.

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

Section 3: Upon termination or expiration of any contract awarded, Service Provider agrees to return or destroy and certify the destruction of all student/youth records.

Section 4: Service Provider agrees any confidential information provided to or developed by the Service Provider 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 Service Provider or TJJJ without prior approval of the other party.

AD. INDEMNIFICATION OF TJJJ:

Acts or Omissions:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of, the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE

NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

AE. BUY TEXAS:

Service Provider 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:

Service Provider is made aware of and in compliance with 7 year records retention requirements. Service Provider must develop a plan for retaining contract records for 7 years after contract performance period ends.

AG. NO LIABILITY UPON TERMINATION:

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

AH. 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.

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

The Service Provider represents and warrants that payments to the Service Provider and Service Provider'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.

AJ. 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 TJJJ Office of the Inspector General at 1-866-477-8354, 11209 Metric Blvd., Bldg. H, Suite A, Austin, Texas 78758.

AK. IMMIGRATION:

Service Provider 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 any contract.

AL. NO COLLUSION:

Service Provider 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 Service Provider engaged to assist it with respect to such response or submission.

AM. ETHICS:

1. Conflict of Interest - Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Texas Government Code Sections 2152.064 and 2155.003. These sections outline the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business.

Specifically, a TJJD 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 TJJD or purchasers of other state agencies.

2. No Gratuities - The Service Provider 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.

AN. NO COMPENSATION:

Pursuant to Section 2155.004 Government Code, the Service Provider has not received compensation for participation in the preparation of the specifications for the solicitation upon which this contract is based. Under Section 2155.004, Government Code, the Service Provider 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.

AO. 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.

AP. ACCESS TO INFORMATION:

Service Provider is required to make any information created or exchanged with TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TJJD. Service Provider agrees to provide TJJD with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

AQ. VERIFICATION OF WORKER ELIGIBILITY CLAUSE:

1. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at time of contract award, Service Provider shall:
 - a. Enroll in the E-Verify program within 30 calendar days of contract award; and
 - b. After enrolling in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of Service Provider, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire.
2. If Service Provider is enrolled in E-Verify at time of contract award, Service Provider shall use E-Verify to initiate verification of employment eligibility of all new hires of Service Provider, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire.
3. Service Provider shall comply, for the period of performance of this contract, with the requirements of the E-Verify program Memorandum of Agreement (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminate Service Provider's E-Verify program MOU and deny access to the E-Verify system in accordance with the terms of the MOU, TJJJ may terminate this contract.
4. Service Provider shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.
5. Service Provider shall provide, upon request of TJJJ, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of Service Provider's employees, subcontractors, and subcontractors' employees that meet the criteria above, provided that such dissemination has been authorized in advance by SSA or DHS for legitimate purposes.
6. If Service Provider fails to comply with the requirements of this clause, TJJJ may terminate this contract, withhold payment, or impose other administrative error sanctions.
7. The requirements of this clause only apply to contracts for services or construction.

AR. INTENTIONALLY LEFT BLANK

AS. DRUG-FREE WORK PLACE:

The Service Provider shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Service Provider shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

AT. INTENTIONALLY LEFT BLANK

AU. ORDER OF PRECEDENCE:

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

- A. Contract, including any Exhibits and Attachments;
- B. Respondent's Best and Final Offer (BAFO) (if needed);
- C. Respondent's proposal, including HUB Subcontracting Plan; and
- D. TJJJ's Request for Proposals 644-6-030116.

For the Texas Juvenile Justice Department:

Chelsea B. [Signature] for D. Reilly 4/8/16
David Reilly, Executive Director Date

For the Service Provider:

Edward J. Loughran Edward J. Loughran 4/7/16
Signature Printed Name Date

Approved as to form:

Kaci [Signature] 4/8/16
TJJJ Attorney Date