

## SOLICITATION, OFFER AND AWARD

|                                      |                                       |   |                                 |
|--------------------------------------|---------------------------------------|---|---------------------------------|
| 1. CONTRACT NO.<br>696-PD-16-17-C132 | 2. SOLICITATION NO.<br>696-PD-15-P024 | 3. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFO)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 4. DATE ISSUED<br>July 10, 2015 |
|--------------------------------------|---------------------------------------|---|---------------------------------|

### SOLICITATION

|   |   |
|---|---|
| 5. Sealed offers will be received by the Department until 3:00 p.m. local time on Friday, August 14, 2015, and submitted to:<br><br>Texas Department of Criminal Justice<br>Contracts and Procurement Department<br>Client Services and Governmental Contracts Branch<br>Two Financial Plaza, Suite 525<br>Huntsville, Texas 77340<br>Attention: 696-PD-15-P024 | 6. FOR INFORMATION CONTACT:<br><br>Jennifer Kimich CTPM<br>Contract Administrator<br><br>PHONE: (936) 437-7115<br>FAX: (325) 223-0310<br>E-MAIL: jennifer.galneskimich@tdcj.texas.gov |
|---|---|

### 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:<br><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          |
|   | A-001   | 8/5/15           |   |               |
| 9. NAME AND ADDRESS OF OFFEROR →  | Correctional Solutions Group, LLC<br>3404 B South FM 973<br>Del Valle, TX 78617 |                  | 10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)<br><br>John Forren, President & CEO |               |
| 11. TELEPHONE NO. (Include area code)<br><br>(512) 800-0627   | 12. SIGNATURE<br>   |                  | 13. OFFER DATE<br><br>August 14, 2015   |               |

### TO BE COMPLETED AT TIME OF AWARD

|  |  |
|--|--|
| Document Type: 9<br>Statutory Cite: Texas Government Code, Section 508.119(c)<br>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 the Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail. |  |
| The total funding for the Base Period of this Contract (Upon Signature of Both Parties through August 31, 2017) shall not exceed \$3,123,370.80.   |  |
| Contractor<br><br>By:<br>Title: John Forren, President & CEO<br>Date: 3-8-16   | Texas Department of Criminal Justice<br><br>By:<br>Title: Brad Livingston, Executive Director<br>Date: 3/15/16 |

**The following items are mutually agreed to by Correctional Solutions Group, LLC and the Department and are hereby incorporated into this Contract.**

1. The Solicitation, Offer and Award form has been revised to add the Contract number; the Contractor and authorized signor's name and title in the Contractor signature block; the total funding for the Base Period of this Contract; and update the Service Commencement Date.
2. Section A, Definitions, Contractor, has been revised to include the Contractor's name.
3. Section A, Definitions, Service Commencement Date, has been revised to include updated language.
4. Section B.1.1, Services Being Acquired, has been revised to include updated language.
5. Section B.1.2, Pricing Instructions, has been revised to include updated language.
6. Section B.2, Pricing Schedule, has been revised to include the Contractor's Per Diem Rate.
7. Section C.5.D.1.n, Operational Plan Requirements, has been revised to read Disciplinary Procedures.
8. Section F.1, Contract Term, has been revised to reflect updated language.
9. Section G.2.1, Authorized Representative, paragraphs B and D have been revised to reflect updated language.
10. Section G.2.2, Contract Administrator, paragraphs A, B, D, and E have been revised to reflect Jason Andrews as the Contract Administrator and update language.
11. Section G.2.3, Contract Monitor, paragraph C has been revised to reflect updated language.
12. Section G.4, Payments, has been revised to reflect updated language.
13. Section H.2.2.B, Historically Underutilized Businesses (HUB), has been revised to reflect update language.
14. Section I.3.11, Dispute Resolution, has been revised to reflect updated language.
15. Section I.25, Notices, has been revised to reflect Jason Andrews as the Contract Administrator.
16. Section I.27.A.2, U.S. Department of Homeland Security's E-Verify System, has been revised to reflect updated language.
17. Section J, List of Exhibits, has been revised to correct the number of pages for each exhibit.
18. Exhibit J.1, Program Budget Justification Forms, has been revised to include the Contractor's completed forms.
19. Exhibit J.2, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.
20. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.5.2, K.8, K.9, K.10 and K.11.

**696-PD-16-17-C132**

21. Section K.6.12.3, Disclosure of Interested Parties has been added.

22. Sections L and M of this Contract are hereby deleted.

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**SECTION A - DEFINITIONS**

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

**Additional Services** means those additional services required to be furnished by the Contractor pursuant to changes in the Texas Department of Criminal Justice (TDCJ) and the Texas Board of Criminal Justice (TBCJ) policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the TDCJ, and which changes cause an increase in cost of operating and managing the Facility.

**Authorized Representative** means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Base Salary** means the minimum salary, in the salary range, on the effective date of this Contract or as in effect at the time of renewal or extension thereof.

**Bed Book Check** means receiving a verbal response and positively identifying the Offender.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Child Safety Zone** means as required by Texas Government Code, Section 508.187, the Texas Board of Pardons and Paroles has designated five hundred (500) feet as the distance that sex offenders must maintain from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades. Any area within five hundred (500) feet of these types of premises is considered a Child Safety Zone unless the Board of Pardons and Paroles modifies the distance requirements. In accordance with the Texas Code of Criminal Procedure, Article 42.12, Section 13D, the court may apply Child Safety Zone restrictions to additional Offenders if the nature of the offense warrants the establishment of a Child Safety Zone.

**Compliance Standards** means contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for services that are not received.

**Contract Monitor** means the Department employee responsible for technical administration of this Contract as specified in Section G.2.3.

**Contract Term** means the duration of this Operations and Management Contract as specified in Section F.1.

**Contractor** means Correctional Solutions Group, LLC.

**Contractor Per Diem Rate** means rate paid per Day for each Offender as per Section B.2.

**Court Orders** means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Days** means calendar days, unless otherwise specified.

**Department** means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives and manuals of the TBCJ, and the Department, applicable to the operation, management, or maintenance of Community Residential Facility.

**DSHS** means the Texas Department of State Health Services.

**Event of Default** means any of the events or circumstances described in Section I.3.1 with respect to the Contractor, or Section I.3.9 with respect to the Department.

**Facility Capacity** means the maximum number of Offenders authorized by contract to be housed at the Facility.

**Facility Generated Income** means all income generated at the Facility. Sources include, but are not limited to, commissaries, telephones, laundry and vending machines and aluminum can sales.

**Filled Date** means the employee's first date on the job following the completion of all required pre-service, receipt of appropriate certification/license and a satisfactory criminal background clearance and/or Department approved letter.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Free Exercise of Religion** means an act or refusal to act that is substantially motivated by sincere religious beliefs in which the Contractor cannot substantially burden.

**Housing Search Groups** means a Contractor staff facilitated discussion group for eligible Offenders in need of housing options for home plan investigation.

**Hygiene Items** means items that include, but are not limited to, soap, deodorant, toothbrush, toothpaste, razor, shaving cream, shampoo, comb, and sanitary napkins and/or tampons (for female Offenders).

**Income** means money received by an Offender to include money earned from employment, Veterans Administration benefits, SSI, unemployment compensation, etc. (Does not include tax refunds, gate money, gifts or court judgments.)

**Indigent Offenders** means Offenders who have no more than \$5.00 that are assigned to the Facility.

**Monthly Contractor Payment** means the mathematical product of the Contractor's per diem rate times the number of Days each Offender occupies the Facility during the billing month according to the daily Midnight Strength Report minus any assessments and/or sanctions collected from Offenders plus any mileage reimbursement owed the Contractor.

**NCIC** means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a person assigned by the Department to reside at the Facility.

**Operational Plan** means policies, plans, standards, and procedures for operation of the Facility provided to the Department and approved as required by Section C.5, as such Operational Plan may be modified from time to time by the mutual agreement of the Department and the Contractor.

**Payment or Payments** means the amount(s) agreed to be paid by the Department to the Contractor for services provided according to this Contract.

**PD** means the Texas Department of Criminal Justice’s Personnel Directives.

**Position Vacancy** means a position in which there is no qualified, fully trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position or facility or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML) and Workers’ Compensation and no other qualified, trained person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in the Department’s Personnel Directives PD-17, PD-27, and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Workers’ Compensation. A position also becomes partially vacant when the Contractor places a part-time incumbent in a full time position. Positions requiring certifications, licensure or registrations are considered vacant if the person in that position does not possess the appropriate certification, license or registration.

**PREA** means Prison Rape Elimination Act.

**Program Budget** means the budget that reflects all resources necessary to perform contracted activities per Exhibit J.1.

**Quarter** means the time period that relates to the Department’s Fiscal Year, with quarters beginning September 1, December 1, March 1 and June 1, unless specifically noted otherwise.

**Resident Monitor** means a person whose job duties are dedicated to monitoring Offenders and shall not have job duties that prevent ongoing and consistent Offender supervision.

**Service Commencement Date** means the date on which the Contractor shall begin providing services at the Facility pursuant to this Contract. For the purposes of this Contract, this is Upon Signature of Both Parties.

**State-Owned Equipment** means all machinery, equipment, furniture and other items of tangible personal property that are purchased with Facility Generated Income or with the proceeds of bonds issued by the Financing Corporation in connection with the financing of the Facility or provided by General Revenue Appropriations to the Department, as shown on the inventory maintained by TDCJ-Private Facility Contract Monitoring Oversight Division, including all items purchased to replace such machinery, equipment and other items of tangible personal property.

**Status Team Meeting** means a meeting between the Department Parole Officer, the Contractor Case Manager and the Offender to determine current status of Offender employment or housing and intended plan of action.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PD** means the Texas Department of Criminal Justice-Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PFCMOD** means the Texas Department of Criminal Justice-Private Facility Contract Monitoring Oversight Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Upper Level Management Personnel** means those top three Facility-assigned individuals who are responsible for the administration of the services provided under this Contract.

**Working Day** means Monday through Friday unless a nationally recognized holiday.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies, and services as specifically identified within the Contract and otherwise do all things necessary for, or incidental to, the location, operation and management of a Community Residential Facility (CRF) with associated programs for the housing, training, education, rehabilitation, and reformation of Offenders released to parole and mandatory supervision.

The Contract period will consist of a one (1) year and six (6) months Base Period, subject to appropriations with two (2), two (2) year Option Periods to extend services for a potential contract period of five (5) years and eight (8) months.

**B.1.2 Pricing Instructions**

- A. This is a firm fixed-price Contract for these Services.
- B. The Pricing Schedule in Section B.2 incorporates the rates established in the Program Budget Justification Forms, Exhibit J.1.
- C. A detailed budget is included that indicates specific cost involved to preform each function included in Section C. Operating cost are detailed annually using the Program Budget Justification Forms, in Exhibit J.1.

**B.2 PRICING SCHEDULE**

**Location (address, city, county):** 402 W Chapin Street  
Edinburg, Texas 78541  
Hidalgo County

**Base Period (Upon Signature of Both Parties – 08/31/2017)**

| <b>Program</b>                                  | <b>Number of Beds</b>    | <b>Daily Per Diem</b> |
|---|--------------------------|-----------------------|
| Community Residential Facility Residential Beds | <u>120 (male/female)</u> | <u>\$47.41</u>        |

**OPTION PERIOD ONE (09/01/2017 – 08/31/2019)**

| <b>Program</b>                                  | <b>Number of Beds</b>    |                |
|---|--------------------------|----------------|
| Community Residential Facility Residential Beds | <u>120 (male/female)</u> | <u>\$48.81</u> |

**OPTION PERIOD TWO (09/01/2019 – 08/31/2021)**

| <b>Program</b>                                  | <b>Number of Beds</b>    |                 |
|---|--------------------------|-----------------|
| Community Residential Facility Residential Beds | <u>120 (male/female)</u> | <u>\$50.20*</u> |

\*The Per Diem Rate for Option Period Two is an average of the Per Diem Rates reflected on Exhibit J.1 for FY20 and FY21, due to FY20 being a Leap Year.

**B.3 ALLOWABLE COSTS**

The proposed budget shall include only costs that are reasonable, necessary and allowable under State Statutes, Department Policy and Federal Cost Standards (OMB Circular A-102 Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreement with State and Local Governments; 2 CFR Part 215 and 220 Cost Principles for Educational Institutions; 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments; 2 CFR Part 230 Cost Principles for Non-Profit Organizations; and 48 CFR, Part 31, Subpart 31.2, Contracts with Commercial Organizations). The Department shall make the final decision on the allowance or acceptability of a cost.

**B.4 NON-ALLOWABLE COSTS**

The proposed budget shall not include costs that are not allowed by State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

Pursuant to Texas Government Code Sections 508.118 and 508.119 and Texas Code of Criminal Procedure, Article 42.12, Section 14, the Texas Department of Criminal Justice hereinafter referred to as the Department, requires the operation and management in the state of Texas of a Community Residential Facility (CRF) with associated programs for the housing, training, education, rehabilitation, and reformation of persons released to parole and mandatory supervision.

**C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS**

- A. The Contractor shall provide services to the Department that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse Offenders); Environmental Protection Agency (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding offender identifying information) and Title 37, Chapter 195, Rule 41; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapter 508, 509, 783, 2254, 2259, and 2260; Local Government Code, Chapter 244; and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the Department and the Texas Board of Criminal Justice regarding the operations of CRF facilities.
- B. The Contractor shall not deviate in any material respect from applicable Department Policies in the provision of services without the prior written approval of the Department, which approval shall not be unreasonably withheld by the Department. The Contractor's written request for deviations from said policies shall originate from the Authorized Representative of the Contractor and shall be forwarded to the TDCJ – Private Facilities Contract Monitoring/Oversight Division (PFCMOD). The Contractor's written requests for deviation shall contain language which details the specific deviation with reference to the policy number, section, paragraph, etc., as well as the justification for such deviation. Unless a deviation from the Contractor is specifically requested and approved in writing by the Department, the Contractor shall comply with Department Policy. A Contract award shall not imply approval of a policy/procedure approval deviation. Any deviations previously granted by the Department under a separate or previous contract do not apply to this contract. The TDCJ-PFCMOD must approve any revisions to the Contractor's Operational Plan.
- C. When differences between applicable standards exist, the higher standard, as defined by the Department, will prevail. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's Facility operations and management.

- D. The Contractor, in its operation of the Facility, shall comply with Department Policies but shall be free to establish procedures such that services attain the goals established by such Department Policies. All procedures must be approved by TDCJ-PFCMOD.

### **C.3 SPECIFIC DUTIES AND OBLIGATIONS**

#### **C.3.1 Training**

- A. The Contractor shall provide all employees with a new employee orientation program after being hired and prior to regular assignment. This program shall be based on a curriculum approved by the Department, shall consist of a minimum of sixteen (16) hours, and shall include:
1. Multiple Needs Offenders, to include the oversight and monitoring of mentally impaired, developmentally disabled and Sex Offenders - minimum three (3) hours;
  2. HIV/AIDS education;
  3. Self-Administration of medication training - minimum four (4) hours for those employees responsible for medication; and
  4. Offender Behavioral Management.
- B. The Contractor shall provide, at its own expense, annual in-service training to staff and shall provide a copy of its training curriculum in its Operational Plan for the Department approval. All staff are required to complete an annual twenty (20) hour in-service training program approved by the Department, which shall include updates on the topics noted in this section (C.3.1.A)
- C. The Contractor shall submit for written Department approval no later than August 1 of the current Fiscal Year an annual training schedule listing all training for the upcoming year. Approval shall be obtained prior to implementation. The schedule shall include the following information:
1. Proposed date(s) of training.
  2. Duration of training.
  3. Topic(s) of training.
  4. A brief synopsis of each topic.
  5. Staff positions to be trained.
- The Department shall approve, in writing, any changes made to the approved annual training schedule. Requests to modify the schedule shall be submitted in writing to the Department at least ten (10) Days prior to the affected training and must cite the reason(s) for the modification.
- D. All training hours an employee receives shall be documented in the employee's personnel file and/or personnel training records, to include course topic, number of hours and date

completed. Training documentation shall include an authorized signature validating such training. The Contractor shall maintain accurate, complete current and orderly training records on location on each employee.

### C.3.2 Staffing

- A. The Contractor shall have qualified and trained paid employees on the Facility premises to provide twenty-four (24) hour supervision, seven (7) Days a week and shall have a sufficient number of employees who are awake, fully dressed and present to meet all contractual requirements as well as to ensure Facility control, security, and Offender safety.
1. Between the hours of 10:00 p.m. and 6:00 a.m., the total Resident Monitor-to-Offender ratio shall be at least one to one hundred (1:100). At all other times, resident monitoring staff-to-Offender ratio shall be at least one to sixty (1:60).
  2. Any deviations to the above ratios must receive written approval by the Department prior to implementation.
- B. A criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents, and volunteer workers who work on a routine basis at the Facility) within thirty (30) Days prior to being assigned by the Contractor to the Facility.
1. The results of the criminal background checks must be acceptable to the Department and shall be maintained on file at the Facility. Applicants with a misdemeanor or felony conviction shall meet the eligibility requirements of PD-75 and obtain the Department's approval prior to their having contact with Department Offenders. The Contractor shall be responsible for any additional fee charged by the Department of Public Safety (DPS) to the Department for these criminal background checks. The Contractor shall be responsible for any additional charges by the DPS to the Department for any resubmission requests due to unreadable fingerprints.
  2. In addition to background investigation reports, the Contractor shall maintain in each personnel file, a copy of the Department's TCIC/NCIC Pre-Employment Inquiry Results Letter, the criminal background investigation report, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug Free Workplace) that is acceptable to the Department.
  3. The Contractor is responsible for the conduct and behavior of all persons working on the Facility (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure the Department Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders) are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department. The Contractor shall immediately notify the Department in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of policies related to Facility security. At the end of each month, the Contractor shall provide to the Department a listing of all employees terminated or not hired during the previous thirty (30) Days.
  4. The Contractor shall immediately notify the Department in writing of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall

not be permitted to return to duty until authorized in writing by the Department. A copy of such written authorization shall be maintained in the employee's personnel file.

5. The Contractor shall comply with Department Policies, PD-04, Consultant/Contract Employee Information Confidentiality and PD-26, Nepotism.
  6. The Contractor shall implement an employee random drug testing program that meets the minimum requirements of PD-17. The drug testing program policy and procedures shall be approved by the Department prior to implementation.
- C. The Contractor shall not employ an Offender without the consent and written approval of the Department. The Contractor may in some circumstances employ Offenders in a temporary capacity to perform tasks related to the Facility with the Department's approval.
- D. Employment of ex-offenders shall be in compliance with PD-75. New employees/applicants with a criminal conviction(s) shall meet the eligibility requirements of PD-75. Applicants with criminal convictions who meet eligibility requirements of PD-75 shall require the written approval for employment from the Department.
- E. All prospective Contractors' employees who currently or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their TDCJ re-hire status. The TDCJ-PFCMOD will determine employment eligibility for any prospective employee requiring the Department's approval prior to being rehired. Job applicants must authorize the Contractor to release to the Department or a Department contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the Department or another contractor. Such releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder.
- F. The Contractor may utilize part-time workers; however, the Contractor must provide the TDCJ-PFCMOD with its policy for use of these workers. All part-time workers shall be fully trained pursuant to the Department's training requirements, prior to being assigned to a position. Part-time staff can temporarily perform the duties of but cannot fill, a full-time position identified in the staffing plan.
- G. It is understood and agreed that from time to time a Position Vacancy, as defined in the definitions, may occur in staff positions required by the staffing plan. A Position Vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two weeks in duration. When the Contractor transfers any employee not in temporary leave status, from one (1) position to another position, notification of this transfer must be made to the Department by so indicating on the monthly Position Vacancy reports. It is the policy of the Department that the Contractor will ensure that any vacancies in the approved staffing plan be filled by a qualified employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) Days of the Position Vacancy occurring.
1. If a position remains vacant for more than sixty (60) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average

Daily Salary as defined in Exhibit J.3, Attachment A, is vacant, starting on the sixty-first (61<sup>st</sup>) Day from the position being vacant.

2. If it is determined by the Department monitoring staff that a service has not been provided while the official incumbent of a position is off the payroll due to Family Medical Leave (FML) status, Worker's Compensation status or Military Leave status, then the salary for that position will be deducted for the time period for which the service was not provided. A position will be considered vacant, regardless of whether the service is being provided, when:
  - a. An incumbent of a position remains on FML or Worker's Compensation status in excess of twelve (12) weeks; or
  - b. An incumbent of a position on Military Leave status exhausts all paid leave and is placed in a leave without pay status or separated from employment.
3. The Department will allow staffing credits for Resident Monitor Staff, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to the staffing credits:
  - a. Accrued overtime for these positions shall be reported and credited for a calendar month; and
  - b. Unused credit cannot be carried from one month to the next.
4. The Contractor shall submit by the fifth (5<sup>th</sup>) of each month to the Department a Position Vacancy Report, Exhibit J.11, a Position Control Number List, Exhibit J.14 and the Resident Monitor Overtime Report.
- H. The Contractor shall have an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- I. The temporary reassignment of staff to other locations or contracts operated by the Contractor shall be subject to the following provisions:
  1. Temporary reassignment of staff for any reason shall have prior written approval from the Department before reassignment.
  2. If the temporary reassignment benefits the Department, a waiver from the vacancy deduction may be requested. Waivers may be granted on a case by case basis, but will only be granted for up to sixty (60) Days. On the sixty-first (61<sup>st</sup>) Day, the Monthly Contractor Payment shall be reduced by an Average Daily Salary as defined in Exhibit J.3, Attachment A, for each Day the position remains vacant.
  3. The Contractor shall provide the Department with a written description as to how the incumbent's duties will be performed during the period of the temporary reassignment.
- J. All Upper Level Management absences in excess of seventy-two (72) hours shall be reported in writing to the TDCJ-PFCMOD before the ninety-sixth (96<sup>th</sup>) hour of the absence.

**C.3.3 Risk Management**

- A. The Contractor shall operate and maintain the Facility in compliance with all applicable federal, state and local safety and fire codes. Department policy statements and Americans with Disability Act Standards. The Contractor shall establish a risk management program and written procedures that shall include, but not be limited to, occupational safety and health, environmental maintenance and emergency management.
- B. The Contractor shall maintain the physical Facility in compliance with all applicable codes, including, but not limited to, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association (NFPA) 101 (Life Safety Code), and local zoning ordinances.

The Contractor shall provide to the TDCJ-PFCMOD written documentation of compliance with these codes at the beginning of every state Fiscal Year, which shall consist of certificates from local health departments, fire marshal's offices and building inspector's offices. These certificates shall be forwarded by the Contractor to the TDCJ-PFCMOD. In addition, evidence of compliance shall be submitted to the TDCJ-PFCMOD upon receipt from the inspecting agency. When differences between applicable standards exist, the higher standard shall be followed.

- C. The Contractor shall establish an emergency fire plan and written procedures for the safe evacuation of Offenders and staff. Each new Offender shall be briefed on evacuation procedures during orientation.
- D. Written emergency fire exit plans shall be posted in all sleeping rooms, major meeting rooms, dining rooms and hallways.
- E. Monthly fire drills requiring evacuation shall take place with written documentation to include the time, date, amount of time to evacuate the building(s), and the number of Offenders evacuated. Each shift shall conduct a fire drill at least once per Quarter. Any problem areas identified during the drill shall also be noted on the report. This report shall be signed by the Contractor's employee(s) conducting the drill and provided to the TDCJ-PFCMOD the next Working Day.
- F. The Contractor shall report, verbally, followed by e-mail notification, serious and/or unusual incidents to the TDCJ-PFCMOD immediately upon learning of the event.
- G. The Contractor shall complete injury and other types of reports in the format and within time frames established by the Department. For injuries requiring attention beyond first aid reports shall be completed by the next Working Day. In the event of a serious or unusual injury, the reporting would fall under Section C.3.3.F.

**C.3.4 Sanitation**

The Contractor shall operate the Facility in accordance with the sanitation plan described in the Operational Plan.

**C.3.5 Facility Requirements**

- A. Recommendation is that the Facility not be located in a Child Safety Zone.

- B. The Facility site shall comply with all local, city and county ordinances. The Contractor shall be required to provide written documentation in regard to community acceptance and public hearing for Facility site in accordance with Texas Government Code Section 509.010 and Local Government Code, Chapter 244. The Facility site shall be accessible to adequate community resources.
- C. The Facility shall be subject to the placement, by the Department, of approved Offenders to include sex offenders and 3g Offenders, reference Texas Code of Criminal Procedure Article 42.12, Section 3g. The Contractor shall be required to submit written certification that site is or is not within a Child Safety Zone (Exhibit J.4).
- D. The Facility size shall meet the needs of the program and comfortably accommodate the number of Offenders it serves. The Facility shall be kept clean and in good repair.
- E. Provisions shall be made for Offender sleeping space, Offender lounge areas, rooms for group and individual counseling of Offenders and office space for use by the Department representatives while at the Facility.
- F. The number of square feet per Offender shall be in accordance with local building codes and shall be at least forty (40) square feet per Offender in sleeping areas. If bunk beds are utilized at least sixty (60) square feet per bed shall be required. Bathrooms, closets and hall space shall not be included in the square foot requirements for sleeping areas.
- G. The Contractor shall furnish the Facility with the appropriate furniture for the number of Offenders contracted for placement in the Facility. At a minimum, the Offender shall be provided proper bedding and storage space for clothing and personal articles. Each Offender shall have access to an individual locked storage area or drawer for private articles, which keys and/or combinations shall also be provided to both the Offender and the Facility Director. The storage space shall accommodate hanging and folded clothing
- H. There shall be at least one (1) toilet (all of which must have seats), for every ten (10) Offenders of the Facility. There shall be at least one (1) wash basin for every eight (8) Offenders of the Facility. There shall be at least one (1) shower or bathtub for every fifteen (15) Offenders of the Facility. The stated ratios shall be determined, based on the total Facility Capacity, regardless of the number of actual residents. All of the bathroom facilities shall be maintained and in good operating condition.
- I. Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathrooms, bedrooms, dining rooms and activity rooms.
- J. Separate activity rooms shall be large enough to accommodate all Offenders in the Facility for the purpose of meetings and recreational activities, such as TV, radio, library, table games, game room, etc.; weight room (if provided) shall be separate to allow non-interference of activities. Seating shall be available for all Offenders who wish to participate in activities. Smaller rooms shall be allowed to accommodate fewer people as long as all Offenders have an equal opportunity to attend meetings or recreational activities.
- K. A recreational area for activities such as basketball, volleyball, etc. shall be provided.
- L. Extension cords shall not be used as a substitute for fixed wiring.

- M. The Contractor shall provide, at its own expense, a separately keyed private and secure office in the Administrative Area for the Facility Parole Officer(s) at the ratio of one to sixty-two (1:62) for Parole Officer to Offenders, as well as for a Contract Monitor, that meets the Department's Office of Space Management requirements (one hundred (100) square feet per Parole Officer/Monitor).
- N. The Contractor shall facilitate a work source resource space on the Facility to recruit and interview Offenders.
- O. The Facility shall be well lit, have a perimeter fence and have a single point of ingress and egress from the Facility.

#### **C.3.6 Maintenance, Remodeling, Damages and Condemnation**

- A. The Contractor shall, at its own expense, maintain the physical structure of the Facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and shall in so doing maintain, preserve, and keep the Facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. The Contractor shall meet all standards applicable to sanitation and shall operate the Facility in accordance with both the Contractor and Department Policies and procedures.
- B. Promptly after occurrence of any damage or loss to the Facility that materially affects the continued operation of the Facility; the Contractor shall notify the Department of such loss or damage. If the Contractor determines that such rebuilding, repairing or restoring is practicable and desirable, and the Contractor proceeds to cause such rebuilding, repairing, or restoring, the Contractor and the Department shall jointly determine whether to continue the Contract. If the Contractor determines not to rebuild, repair, or restore the Facility or if the Contractor or the Department determine not to continue this Contract in accordance with this paragraph, then the Contractor may terminate this Contract upon thirty (30) Days written notice by certified mail to the Department in accordance with Section I.3.7.

#### **C.3.7 Intake Requirements**

- A. The Contractor shall have written policies and procedures regarding intake for Offenders.
- B. The Contractor shall photograph each Offender during intake, and maintain the photograph in the Offender's file. Photos shall be updated every six (6) months or at anytime the Offender has an appearance change.
- C. Intake fees/deposits are strictly prohibited.
- D. Official placement by TDCJ-PD for all Offenders is required for Payment of services. In the event the Contractor accepts Offenders without appropriate TDCJ-PD authorization, the Contractor is at risk for not receiving Payment for said services.
- E. The Contractor shall provide referrals to voluntary, anonymous and affordable counseling and testing services concerning HIV infection at the time of intake and at any other time requested by the Offender.

F. Intake must be completed within twenty-four (24) hours of arrival at the Facility.

### **C.3.8 Program Description**

The Contractor shall provide programming which, at a minimum, shall consist of, but not be limited to the following:

#### **A. Admission Process**

1. Offender shall receive an explanation of admission forms and, upon signature, will receive copies of such.
2. Offender shall be entered into the Contractor's automated case management system.

#### **B. Orientation**

1. New Offender orientation shall occur within twenty-four (24) hours of the Offender's admission to the Facility.
2. Orientation shall include but not be limited to an overview of the following:
  - a. An overview of Program Services (Cognitive Behavior to include – employment, budget planning, cognitive based substance abuse education, personal care; AA/NA);
  - b. Spanish interpreter service procedures;
  - c. House duties and assignments;
  - d. Access to medical/dental/mental health services;
  - e. Religious services;
  - f. Visitation rules and regulations;
  - g. Recreation;
  - h. Offender handbook (rules, regulations, etc.);
  - i. Offender rights and the grievance process;
  - j. Life safety and safety regulations;
  - k. Passes and furloughs; and
  - l. HIV Education.
3. Each Offender shall receive an Offender handbook during orientation and shall sign a receipt acknowledging such receipt of acknowledgement shall be kept in the Offender files.

## C. Programming

1. Ensure the Offender obtains or applies for a DPS identification card or drivers license, Social Security replacement card, local clinic card (if required in county of residence), and any other document that will help the Offender transition into the community.
2. Employment Placement and Assistance
  - a. The Contractor shall meet with the Offender within five (5) Working Days of admission to develop an employment plan based on skill levels, strengths, weaknesses, interests, etc.
  - b. The Contractor shall provide the Offender with a blank schedule of at least five (5) potential job searches/appointments/interviews with potential employers per week. The schedule shall include, as a minimum, the company's name, address, telephone number, contact person and title, date and time of interview/contact, and appropriate space for signature of the company's contact person. Use of an electronic job search is acceptable and documentation returned to the Contractor upon completion of the electronic submission/contact may be substituted for the signature of the company's contact person.
  - c. Duplication of potential employer job searches within a thirty (30) Day period shall not be counted toward the required number of job searches per week.
  - d. The Contractor shall ensure all plans are returned with the company contact person's signature and/or documentation of online electronic application submission to determine whether the Offender applied, was interviewed or hired and shall maintain a copy of all weekly plans in the Offender's file.
  - e. In the event the Offender fails to complete five (5) job searches/appointments/interviews per week, the Contractor shall be responsible for notifying the Offender's parole officer weekly, in writing. Written notification may be provided via fax or email and shall include the Offender's name, TDCJ number, and the number of weeks the Offender has failed to complete the required job searching. Documentation of notification shall be maintained in the Offender's file.
  - f. The requirement of five (5) job searches per week applies to all unemployed Offenders and Offenders who are working less than twenty (20) hours per week unless an exemption or reduction in the requirement is approved by the Regional Director or designee.
  - g. Offenders working more than twenty (20) but less than forty (40) hours per week are required to complete three (3) job searches per week unless an exemption or reduction in the requirement is approved by the Regional Director or designee.
  - h. The Facility Administrator will utilize the HWH-11, Request for Exemption, Reduction, Withdrawal form, Exhibit J.10, to request a modification to the Offender's requirement for job searches or to document temporary conditions (weather, illness, etc.) that prevent an Offender from working or completing the required number of job searches per week. The form with the Regional Director's

or designee's signature of approval shall be maintained in the Offender file for contract monitoring purposes.

- i. This section does not apply to Offenders who have a verifiable physical or mental condition that precludes them from gaining employment. A medical statement signed by the medical provider or documentation that the Offender is receiving SSI disability payments must be maintained in the file.
3. Offenders with identified needs shall be referred to or assisted with the following Advocacy Services:
    - a. Medical services;
    - b. Psychological, mental health, sexual abuse, substance abuse services;
    - c. Family reintegration and services;
    - d. HIV/AIDS education; and
    - e. Any other identified needs.
  4. The Contractor shall maintain posting for alternative housing and Offender friendly employer listings to be updated monthly.

### **C.3.9 Offender Participation in Programs**

- A. The Contractor shall develop a Cognitive Behavior Program for residential Offenders to participate in during their assignment to the Facility. Each participating Offender will be provided the opportunity to receive two (2) hours per week of a cognitive based program that will include, but is not limited to, the following components:
  1. Employment Services - To include completing employment applications, interviewing skills, dressing for success, and interactive experience.
  2. Budget Planning - To include on-going realistic personal budget planning, implementation, evaluation, and adjustment as individual circumstance arises.
  3. Cognitive Based Substance Abuse Education - To include chemical dependency education, relapse warning signs and triggers, disease model, defense mechanisms, destructive coping and thinking errors.
  4. Personal Care - To include infectious diseases, personal hygiene, health and nutrition.
- B. AA/NA shall be provided at a minimum of five (5) days a week and may include the Winners Circle Program.
- C. The Contractor shall develop a Cognitive Behavior Based Program curriculum for each program to be offered to the Offender population. The curriculum shall be submitted to the Department for approval prior to implementation. The curriculum shall include the amount of time/hours required to complete each topic. Offenders may volunteer to participate or shall be placed in appropriate programming as directed by the Department. The Cognitive Behavior

programming schedule shall be flexible and shall accommodate Offender's approved schedule.

- D. The Contractor shall forward copies of the HWH-13 Cognitive Behavior Participation Rosters, Exhibit J.9 to the assigned Parole Office on a weekly basis.
- E. The Offender participation in any program offered by the Contractor and required by the Department shall not be contingent upon the Offender applying for or qualifying for financial assistance in the form of grants, such as Pell grants, or loans.
- F. Drug Testing – The Contractor, utilizing the Facility population report, shall test one hundred (100%) of the Facility population that resides at the Facility for at least ten (10) Working Days at any time during the Quarter. The Contractor shall ensure a non-established pattern of testing. The Quarterly Urinalysis Report, Exhibit J.12 shall be submitted to the Contract Monitor no later than the fifth (5<sup>th</sup>) Day after the completion of a Quarter.

### C.3.10 Offender Records

- A. All original HWH-13 Cognitive Behavior Participation Rosters shall be kept in a binder in chronological order for review by the Department staff.
- B. Appropriate safeguards shall be established by the Contractor to protect the confidentiality of Offender records and minimize the possibility of theft, loss, or destruction, recognizing that any and all records provided to the Facility or any Facility employee by the Department are deemed confidential and privileged information pursuant to Texas Government Code Section 508.313 and 42 CFR Part 2.
- C. All records shall be locked in a file cabinet accessible only to the Contractor and/or the Department representatives.
- D. Individual case files for each Offender shall be maintained on a current basis and for a period consistent with the Department's Record Retention Schedule. Should an Event of Default or termination occur, the Department will secure and maintain custody of the Offender files.
- E. Each Offender file shall include the following information:
  - 1. Identification data, to include photograph;
  - 2. Parole plans (if applicable);
  - 3. Case history;
  - 4. Appropriate mental and physical information;
  - 5. Intake forms;
  - 6. Referrals for services to other agencies and follow-up information on referrals, if applicable;
  - 7. Correspondence regarding the case;

8. Signed release of information form to specific agencies, if applicable;
  9. Current employment data and past employment history, to include:
    - a. Place of employment;
    - b. Date of employment;
    - c. Job title and rate of pay;
    - d. Record of Offender earnings;
    - e. An ongoing record of employment, verification by the Contractor on a weekly basis and copies of paychecks or paycheck stubs since arrival, if applicable.
    - f. Verification by the Contractor on a weekly basis;
    - g. Records of deductions from earnings for such purposes as taxes, savings, and residential contributions;
  10. Employment schedules;
  11. Copies of all disciplinary reports; and
  12. All approved HWH-11, Request for Exemption, Reduction, Withdrawal forms, Exhibit J.10.
- F. Offender's adjustment and programming activity and attendance shall be reviewed and documented monthly. Files and photocopies shall be made available to the Department upon request.

### **C.3.11 Health Services**

- A. The Contractor shall provide HIV-related services in accordance with Texas Health and Safety Code Sections 85.112, 85.113 and 85.114.
1. The Contractor shall develop workplace guidelines that address HIV policies, confidentiality, and employee/Offender education programs. The guidelines shall, at a minimum, incorporate the model workplace guidelines developed by the DSHS, or mirror the guidelines adopted by the Department. The Contractor shall maintain the written policies and guidelines at the Facility site.
  2. The Contractor shall develop confidentiality guidelines regarding AIDS and HIV medical information for employees and Offenders. The policies shall be consistent with guidelines published by the DSHS and with state and federal laws and regulations.
  3. Educational programs regarding HIV/AIDS shall be provided to all employees and Offenders on a routine basis. These programs shall be based on the model educational program created by the DSHS. The education programs developed by the Contractor shall be tailored to meet the needs of all employees and Offenders including the use of Braille or telecommunications devices for the deaf. The HIV education and prevention

- programs shall be tailored to address the needs of persons with physical or mental disabilities.
4. The Contractor shall provide the Department with copies of the above stated policies/programs prior to the award date of this Contract.
  5. The Contractor shall develop and maintain written documentation in each Offender and employee file of HIV/AIDS education/training completion.
  6. The Contractor shall provide referrals to voluntary, anonymous and affordable counseling and testing services concerning HIV infection.
- B. The Contractor shall have Department approved written policies and procedures for providing health care to Offenders, that at a minimum, address:
1. Health care services available to Offenders;
  2. Health care professionals (local physicians, dentists, hospitals, service agencies, etc.) available to Offenders; and
  3. Offender health care requests and cost for such request,
- C. State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to Offenders. These requirements shall be in accordance with the Contractor's established policy.
- D. The Contractor shall provide each shift with at least one (1) employee certified in both standard first aid procedures and cardiopulmonary resuscitation (CPR).
- E. The Contractor shall have written documentation of emergency medical plans that are communicated to all Facility employees and Offenders.
- F. The Contractor shall maintain sufficient first aid supplies and equipment to adequately support the overall medical treatment requirements of the assigned Facility Offender population at all times.
- G. Medical first aid supplies and equipment shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority who possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.
- H. The Contractor shall implement an inventory management system to ensure that first aid equipment and supplies are adequately replaced and replenished in accordance with the Contractor's established policy.
- I. The Contractor shall have and implement written policies that set forth required procedural guidelines to be followed in the administration and management of all Offender medication.
1. Policy guidelines shall govern the standards for storage, security, monitoring, dispensing, self-administration and maintaining administrative control and accountability of all

- medication. Guidelines are to include training requirements for those employees responsible/authorized to monitor medications.
2. Administrative control and accountability procedures shall require a written record providing the name of the Offender, count at time medication is received, date, time, name and dosage of medication, together with the name and signature of the Contractor's employee witnessing the self-administration of medication.
  3. All prescribed medication that would show up on a drug screen (UA) shall be monitored and recorded only by an employee of the Contractor who is authorized to monitor medication and to record the administration of medication.
  4. The Contractor shall obtain the Department approval prior to implementation of any "keep on person" medication policy.
- J. All medication, except as approved in Section C.3.11.1.4, shall be secured in a suitable locked container and the Contractor shall audit control records on a monthly basis.
- K. Offenders shall be provided their medication upon release. In the event an Offender is released from the Facility without his/her medication, the medication shall be disposed of in accordance with State standards. The disposition of the medication shall be witnessed and documented on the Offender's medical log sheet.
- L. The Contractor shall have written policies and procedures for the prompt notification of the Offender's next of kin in case of serious illness, surgery, injury or death. The Contractor shall comply with the Department's policy regarding death of an Offender, to include immediate notification of an Offender's death to the Department.
- M. The Contractor shall not use Offenders for medical, pharmaceutical or cosmetic experiments.
- N. The Contractor shall notify the Department's local supervising officer and Contract Monitor within twenty-four (24) hours of an Offender's hospital admission.

### **C.3.12 Community Relationships**

The Contractor shall develop and maintain positive relationships with the community, to include neighborhood associations, civic leaders, local law enforcement, and other individuals or groups interested in or affected by the operation of the Facility.

### **C.3.13 Security**

- A. The Contractor shall develop, implement and document a daily system for physically counting all Offenders assigned to the Facility to assure real time accounting of Offenders, to include those who are working; going to school; on approved pass; and/or participating in community service work. Count procedures shall require multiple Offender counts within a twenty-four (24) hour period and shall include, at a minimum one (1) random Bed Book Check between the hours of 10:00 p.m. and 6:00 a.m.
- B. The Contractor shall adequately secure the Facility (to include buildings, keys and tools) and provide other security equipment to include CCTV cameras, door alarms and metal detectors

as well as any other security measures deemed appropriate by the Department to maintain control of Offenders residing at the Facility.

- C. The Contractor shall develop and implement a Department approved policy for a search of the Facility and grounds at six (6) month intervals, or as directed by the Department.

#### **C.3.14 Offender Monitoring of Community Residential Facility Offenders**

- A. The Contractor shall establish written policies and procedures regarding egress and ingress to the Facility and shall provide copies of these procedures to Offenders upon intake.
- B. All Offenders allowed to leave the Facility must have written approval of both the Facility and the Department.
- C. Offenders shall be allowed to leave the Facility on a pass approved by the Department only when going to or from:
  - 1. Approved job interviews;
  - 2. Approved job searches;
  - 3. Approved employment;
  - 4. Approved visits with family members;
  - 5. Approved attendance of church or religious services;
  - 6. Approved attendance of recreational functions;
  - 7. Approved educational classes;
  - 8. Approved requests to conduct business with social service agencies, family matters, legal matters, i.e., court appearances and any other legitimate circumstance that may necessitate the Offender being away from the Facility; or
  - 9. Any other activity approved in writing by the Department.
- D. The Contractor shall verify and document each Offender's location as indicated on the sign-in/sign-out sheet at least one time weekly. Verification shall include, but not be limited to, job search activity, employer and Offender pass location. Verification of pass locations shall be conducted by telephone, in person or any other method as approved by the Department.
- E.
  - 1. The Contractor shall utilize the written pass policy in accordance with the Contractor's and Department's established procedures. Offenders shall be advised of this policy during orientation. Approval shall be requested in writing, in advance, by the Contractor and such approval shall be maintained in the Offender's records. The Contractor shall utilize the Department's Weekly Offender Schedule, Exhibit J.13.
  - 2. Offenders may be allowed to receive overnight passes with the approval of the Parole Division Regional Director or designee. (See Exhibit J.13)

- F. The Contractor shall establish and utilize mandatory sign-in/sign-out procedures, which shall include:
1. The Offender's complete name and destination to include the name, address and telephone number of the destination;
  2. The time the Offender leaves the Facility, the designated Offender time to return and the time the Offender actually returns to the Facility;
  3. Weekly verification checks;
  4. An authorized signature by the Offender and a Facility staff member's signature or approved initials; and
  5. Sign-in/sign-out sheets shall be maintained in a central log.
- G. The Contractor shall be responsible for the monitoring of all Offenders and shall provide additional supervision for high-risk Offenders, including, but not limited to, sex Offenders and violent Offenders who are allowed to enter the community. Such high-risk Offenders shall be transported by the Facility to a designated area not frequented by minors.
- H. The Contractor shall allow Offenders to work hours other than day time hours. All work schedules shall be approved by the supervising officer.
- I. The Contractor shall develop and implement policies regarding Offender possession and use of cellular phones while at the Facility.
- J. The Contractor shall notify the Department within one (1) hour, in accordance with established Department procedures, should an Offender fail to either arrive at or return to the Facility as scheduled, or the Offender cannot be located on the Facility premises.
- K. The Contractor shall not restrict an Offender's movement (i.e. lockdown) for more than twenty-four (24) hours without Department approval or as a sanction resulting from a disciplinary hearing. The Contractor shall provide a listing to the Department of all Offenders on restriction, the date the restriction was imposed/implemented, who placed the Offender on restriction, and the name of the Offender's Parole Officer.

### **C.3.15 Food Service**

- A. The Contractor shall provide wholesome and nutritious meals for all Offenders in compliance with TDCJ Food Service Manual and procedures, as well as applicable legislation and Court Orders.
- B. The Contractor shall plan and post menus in advance. All menus along with appropriate substitutions shall be reviewed and approved by a registered dietitian or physician.
- C. All meals shall meet the Recommended Daily Allowance requirements as outlined by the DSHS.
1. All meals shall be of sufficient portions to meet the needs of the Offender (as outlined by a registered dietitian).

2. The Contractor shall be responsible for preparing and providing three (3) meals per Day per Offender for the full Contract Term.
  3. The Contractor, with prior approval from the Department, shall be allowed to serve two (2) meals consisting of brunch and dinner on weekends and Texas state holidays, as defined by the legislature. Documented evidence will be required that all dietary needs are met to the Department's satisfaction and that the hours between meals served do not exceed fourteen (14) hours per Department policy.
- D. Special diets shall be available to Offenders as prescribed by appropriate medical or dental personnel and shall meet the Recommended Daily Allowance requirements, unless otherwise specified by a physician and/or dentist.
- E. Special diets for Offenders whose religious beliefs require the adherence to universally recognized religious dietary laws shall be provided.
- F. The Contractor shall provide the Department with a description of any additional food services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated vending machines). TDCJ-PFCMOD approved expenditures should be deducted from generated income and the remaining balance forwarded to the TDCJ Cashier's Office using Exhibit J.7 and via a separate check on a monthly basis. In the event the Contractor has additional funding sources, any income shall be allocated according to the proportion of Department Offenders to total residents. The Contractor shall submit a written cost allocation plan to the Department for its approval.

#### **C.3.16 Offender Clothing and Necessities**

- A. All clothing shall meet the needs of the Offender regardless of gender and should accommodate necessary daily wear/usage. A minimum of two complete changes of clothing shall be in the possession of Indigent Offenders.
- B. The Contractor shall ensure Indigent Offenders, as defined by Department, are provided clothing that is appropriate for the weather at no cost to the Offender.
- C. Any Indigent Offender released from the Facility during cold weather shall be provided with clothing appropriate for the weather at no cost to the Offender.
- D. The Contractor shall provide Indigent Offenders with toiletries and Hygiene Items at no cost to the Offender.
- E. The Contractor shall have written policies and procedures referencing disposition of property belonging to those Offenders who have left the Facility without their property.

#### **C.3.17 Laundry Facilities**

- A. The Contractor shall provide operable washers, dryers and detergent for use by Offenders of the Facility. Indigent Offenders shall be provided access and supplies at no cost to the Offender.

- B. The Contractor shall issue clean linen, bath and hand towels to each Offender upon arrival at the Facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. No linen deposit/fees may be charged to Offenders.
- C. Pillows and mattresses shall be sanitized with chemicals before being reissued to a newly received Offender or at least every six (6) months if still in the possession of the Offender to which it was issued. Sanitizing chemicals for bedding must be either approved by the DSHS or equal to that required by the Department.
- D. The Contractor shall provide the Department with a description of any laundry facility services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated machines). TDCJ-PFCMOD approved expenditures should be deducted from generated revenue and the remaining balance forwarded to the TDCJ Cashier's Office, using Exhibit J.7 and via a separate check, on a monthly basis. In the event the Contractor has additional funding sources, any income shall be allocated according to the proportion of Department Offenders to total residents. The Contractor shall submit a written cost allocation plan to the Department for its approval.

### **C.3.18 Essentials**

- A. The Contractor shall provide, at its expense, all supplies to include clothing, paper, pencils, building support items (cleaners, brooms, mops, etc.), and Offender living quarter items (sheets, pillowcases, blankets, etc.) necessary to meet all applicable Department Policies.
- B. The Contractor shall provide Indigent Offenders, at the Contractor's expense, envelopes and stamps for legal correspondence.

### **C.3.19 Transportation**

- A. The Facility shall be located so that Offenders have access to public transportation and are provided accessibility to employment and community treatment facilities, such as mental health, alcohol and drug treatment centers, and other supportive resources.
- B. The Contractor shall provide transportation fare or transportation to all Indigent Offenders for employment or community referral purposes. The Contractor shall not charge non-Indigent Offenders for local transportation without consent and written approval by the Department. The Department will allow modified transportation for Indigent Offenders to allow bicycles/walking if within a five (5) mile radius.
- C. Transportation for specific Offender populations identified by the Department may be required.
- D. In the event the Department requires the Contractor to transport an Offender to or from a specific destination, in a county other than the county in which the Facility is located, the Department shall reimburse the Contractor based on the Texas Comptroller of Public Accounts "Texas Mileage Guide." Reimbursement shall be per trip, not per Offender transported. The Contractor shall attach the mileage reimbursement form to the monthly invoice to obtain reimbursement. In addition, the Contractor shall utilize and maintain a transportation log in each vehicle which shall include, at a minimum: destination, Offender's name and number, purpose of trip, and beginning and ending mileage to each point.

**C.3.20 Telecommunications**

- A. The Contractor shall provide, at its expense, all telecommunications equipment adequate for the operations of the Facility. Telecommunication equipment shall include a designated phone line in a common area in order for the Department Offenders to upload Global Positioning System (GPS).
- B. The Contractor shall provide the Department with a description of any telephone services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated machines). Approved expenditures should be deducted from generated revenue and the remaining balance forwarded to the TDCJ Cashier's Office, using Exhibit J.7 and via a separate check, on a monthly basis.
- C. In the event the Contractor has additional funding sources, the income shall be allocated according to the proportion of the Department Offenders to total residents.
- D. The Contractor shall submit a written cost allocation plan to the Department for its approval.

**C.3.21 Information Technology Services**

- A. The Contractor, in cooperation with the Department, shall utilize compatible computer hardware, software and peripheral devices necessary to connect to an Internet service provider.
- B. The Contractor shall utilize software compatible with Microsoft® Excel for billing purposes.
- C. The Contractor shall be responsible for all costs so incurred.

**C.3.22 Recreation and Exercise**

The Contractor shall provide adequate physical facilities (inside and outside), equipment, and supplies for a recreation program as outlined in Contractor's policy and procedures.

**C.3.23 Visitation**

- A. The Contractor shall have Department approved policies and procedures regarding visitation.
- B. The Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program as outlined in the Contractor's policy and procedures. The area shall accommodate visitors and provide shelter in inclement weather.

**C.3.24 Offender Correspondence**

The Contractor shall process Offender correspondence in accordance with the Department approved Contractor policy and procedures.

**C.3.25 Termination of Offenders**

The Contractor shall not terminate an Offender's placement at the Facility without the prior knowledge and consent of the Department, unless the Offender poses a physical threat to the Contractor's employees and/or other Offenders. In the event an Offender poses a physical threat

to the Contractor's employees and/or other Offenders and has committed a criminal offense, the local law enforcement authority shall be contacted and requested to arrest the Offender for the criminal offense. If local law enforcement will not assist, the Offender may be terminated. Notification under these circumstances (when the Offender poses a physical threat) shall be immediately provided to the Department in accordance with Department Policies.

### C.3.26 Disciplinary Procedures

- A. The Contractor shall establish written "Disciplinary Procedures," which shall be approved by the Department, to include the processing of violations and graduated sanctions that may be imposed.
- B. Each Offender shall be informed verbally of the disciplinary procedures and provided with a copy of these procedures upon intake/orientation.
- C. The Contractor shall notify the Department in writing of Offender violations within twenty-four (24) hours and submit a written report within ten (10) Days, in the event an Offender commits a violation. A copy of the final disciplinary report shall be provided to the Department the next Working Day.
- D. The Contractor shall ensure that all disciplinary cases are processed to completion within ten (10) Days of violation.
- E. The Contractor shall maintain a copy of each disciplinary report in the Offender's file and shall also maintain a master file of all disciplinary reports and actions taken at the Facility organized, alphabetically and by month.

### C.3.27 Grievance Procedures

- A. The Contractor shall have written Offender grievance procedures, approved by the Department, which shall be provided to all Offenders during orientation.
- B. The Contractor shall provide copies available in both Spanish and English. The Spanish translation will be provided to Spanish-speaking Offenders who are unable to communicate effectively in spoken English.
- C. At a minimum, the procedure shall utilize a two step process as follows:
  - Step 1: Shall be processed by designated staff and signed by the Facility administration. A written response must be provided to the Offender. A written response by the Contractor to all grievances shall include the reason for the decision. A signed receipt from the Offender indicating receipt of the grievance response shall be maintained. The Contractor shall respond within the time frame specified by Department Policy; and
  - Step 2: Shall be processed by a higher level of the Contractor's administration and shall note the review of the grievance, decision and response.
- D. All Offenders shall have access to grievance forms without staff assistance, and a guarantee against reprisals by staff members.

- E. The Contractor shall have a process by which each Offender can appeal the decision.
- F. The Contractor shall maintain a master file of all grievances filed and actions taken.

### **C.3.28 Self-Monitoring**

- A. The Contractor shall establish written policies and procedures to facilitate evaluation and monitoring of the Facility and its operation, which shall include:
  - 1. Reporting procedures;
  - 2. Frequency of reporting; and
  - 3. Subject matter reported.
- B. An audit system providing quarterly and periodic assessment of required Facility operations shall reveal the degree to which the Contractor has complied with said policies and procedures. The Contractor shall forward to the Department copies of quarterly self-monitoring reports no later than the fifteenth (15<sup>th</sup>) of the month following the end of the Quarter utilizing the Department's Fiscal Year.
- C. The internal administrative audit conducted by the Contractor shall exist apart from any external or continuing audit conducted by the Department or any other agency.

### **C.3.29 Community Service Work**

If community service work is provided, the Contractor shall maintain a community service work project log in accordance with Department Policies that include dates, times, location, work performed and the Offenders and Facility employees assigned to the project. This report shall be submitted to the Department no later than the fifth (5<sup>th</sup>) Working Day of each month. All community service work projects require prior approval of the Department.

### **C.3.30 25% Assessment**

- A. The Contractor shall have written policies and procedures regarding the 25% assessment fee and said policy shall be provided to the Offender during orientation.
- B. Each Offender referred to the Facility by the Parole Division shall be assessed 25% of his or her gross monthly Income to reduce Department costs. The 25% assessment shall be collected and accounted for in accordance with the Contractor's established policies and procedures.
- C. The 25% assessment collected for the Department's Offenders shall be deducted from the amount the Department pays the Contractor for that month.
- D. The 25% assessment shall be rounded to the nearest dollar amount. All Income shall be included in the 25% assessment. The Contractor shall collect the 25% assessment from the Offender and maintain records in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall ensure that 25% of any and all Income to Offenders is credited to the Department on the monthly billing. At no time shall the Contractor collect assessments in excess of the per diem rates paid by the Department.

- E. No Offender receiving Income, with exception of inheritance, income tax refunds, court judgments and gifts received while residing at the Facility, shall be exempt from paying the 25% assessment, except as noted in Section C.3.30.F.
- F. Offenders referred by the Department may be exempted from paying the 25% assessment only upon approval of the Parole Division's Regional Director or designee on the HWH-11 Request for Exemption, Reduction, Withdrawal form, Exhibit J.10. Requests for such an exemption shall be made through the Offender's Parole Officer and sent through the Parole Division's Management protocol who will submit the request to the Regional Director or designee. Such requests may be considered and granted if it is determined and documented that Payment of said assessment would place an undue financial hardship on the Offender or immediate family. The Department, upon review of the information submitted, shall notify the Contractor in writing of the results of the review and Offender's status relevant to Payment of the assessment. Said correspondence shall be maintained in the Offenders' records.
- G. The Contractor shall submit reports to the Department, containing the names of Offenders who fail to pay the 25% assessment or who pay an amount less than 25%, the total amount due per Offender, the reason for non-payment, and the action taken by the Contractor. These reports shall be submitted at a frequency and in a format specified by the Department.
- H. The Contractor shall credit 25% to the Department when the Offender's failure to pay can be attributed to the Contractor by the Department. This adjustment shall be credited to the Department on the subsequent Payment due to the Contractor. The Contractor shall not be liable for such payment in the event the Contractor has documented sanctions for the Offender's failure to pay, in accordance with disciplinary policies and procedures.
- I. The Contractor shall maintain and submit to the Department by the fifth (5<sup>th</sup>) Working Day of each month a roster of Offender names and TDCJ numbers (TDCJ and/or SID) of all working Offenders that includes the employer name, the first date of employment, the date of termination and hourly wages/salaries. The roster shall include 25% assessments collected by the Contractor based on the Offender's gross pay or Income for the period. These reports shall be submitted in a format specified by the Department.
- J. The Contractor shall use its best efforts to determine actual wages earned by Offenders. However, if the Contractor is unable to provide proof of the number of hours worked and wages earned by the Offender, the 25% credit to the Department shall be calculated as eight (8) hours per Day times the current minimum wage or the last known wage reported by the Offender.
- K. The Contractor shall utilize the instructions and forms provided by the Department for processing billing and collection of the 25% assessment for Offenders.

### **C.3.31 Facility Generated Income**

The expenditure of and accounting for all Facility Generated Income to include, but not limited to, commissaries, telephones, vending machines and aluminum can sales shall be in accordance with applicable Department Policies and must receive prior written approval of the Department.

- A. All Facility Generated Income, which is not submitted monthly to the Department in accordance with the Department's Administrative Directive 14.58 as revised from time to time

and as directed in Sections C.3.15.F, C.3.17.D and C.3.20.B, shall be maintained in a checking account that is insured by the FDIC and is designated specifically for this revenue. Unless otherwise mandated, these funds shall be deposited within thirty (30) Days of receipt. Each method of income producing revenue shall be tracked separately. A copy of the account bank statement and the breakdown of individual funds will be forwarded to the Department on a monthly basis.

- B. All funds in excess of the federally insured amount of the account must be immediately forwarded to the Department with a copy of the monthly bank statement. At no time will an account exceed the amount that is federally insured.
- C. All balances in this account(s) shall be returned to the Department at the end of each Fiscal Year (August 31st) or at the expiration or termination of the Contract, whichever is the first to occur.

### **C.3.32 Offender Funds**

- A. The Contractor shall have written policies and procedures to govern the operation of any fund established for the Offenders, including the amount of money Offenders may have on their person. Monies in excess of the Facility's allowable limits must be confiscated and placed for the benefit of the Offender in the respective Offender's savings account.
- B. The accounting of each Offender's personal funds held by the Contractor shall be governed by Generally Accepted Accounting Principles (GAAP).
- C. The Contractor shall establish policies and procedures that prohibit financial transactions between Offenders and between Offenders and staff.
- D. All funds abandoned in the Facility by Offenders shall be deposited with the Texas Comptroller of Public Accounts in accordance with Title 6 of the Texas Property Code.

### **C.3.33 33.3% Savings Account**

- A. Each Offender with Income shall be assessed 33.3% of his or her gross Income to a savings account to be established and maintained by the Contractor. All Income shall be included in the calculation of the 33.3% savings assessment. The 33.3% savings shall be rounded to the nearest dollar amount.
- B. The Contractor shall ensure that 33.3% of any and all gross Income paid to each Offender is deposited in the savings account. No Offender receiving Income shall be exempt from saving the 33.3% collection unless prior approval is granted in writing by the Department's Regional Director or designee on the HWH-11, Request For Exemption, Reduction, Withdrawal form, Exhibit J.10.
- C. The 33.3% savings shall be collected and accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and the Contractor's established policies and procedures. The Contractor shall utilize the instructions and forms provided by the Department for documentation of savings assessment, collection and release of savings to Offenders.

1. The Contractor shall submit to the Department, the names of Offenders who fail to save the 33.3% assessment or who save an amount less than 33.3%, the reason for reduced or no savings, balance owed, and the action taken by the Contractor, such as a written incident report to the Parole Officer.
2. The Contractor shall maintain on premises, the names of Offenders, amount withdrawn, reason for the withdrawal, and the approving Department's Regional Director or designee's signature for all withdrawals.
3. The Contractor shall submit with its monthly billing, a complete roster of Offenders with end of month 33.3% savings account balance.

D. Terminations and Withdrawals:

1. Successful Terminations:

The Contractor shall be prepared to surrender, in full, no later than two (2) business days after the Offender's successful termination from the Facility to an approved residential plan, the savings account balance to the Offender. The Department's Regional Director or designee's written approval to surrender the account balance to the Offender due to the termination to an approved residential plan is not required. In the event of Offender hospitalization, the Regional Director or designee's discretion shall be utilized to determine if the funds shall be immediately surrendered to the Offender or remain in the savings account pending the Offender's return to the Facility. In the event of Offender death, the Contractor shall surrender savings account balance, via certified mail, to the designated next of kin in compliance with Title 6 of the Texas Property Code. In the event of Offender's transfer to another state contracted facility, the savings account balance shall be forwarded via certified mail to the receiving facility.

2. Unsuccessful Terminations:

In the event the Offender absconds, is arrested, or is otherwise terminated from the Facility unsuccessfully, the savings account balance shall be handled in compliance with Section C.3.32.D, Offender Funds, if it has been deemed abandoned under State Law; remain in the savings account for the Offender's re-entry into the Facility; or returned to the Offender at the Offender's request, as appropriate. The Contractor shall surrender the savings balance to the unsuccessfully terminated Offender only with the Department's Regional Director or designee's written approval.

3. Withdrawals:

Offender requests for withdrawal from their savings account must be routed through Facility management to the Department's Regional Director or designee for approval prior to the funds being surrendered to the Offender.

- E. Any and all interest earned from the savings account shall be the property of the Contractor; this shall assist the Contractor in defraying administrative costs of this program. The Department realizes that some financial institutions savings accounts might be non-interest bearing due to the limited number of Offenders that reside at the Facility; however, no additional compensation shall be due the Contractor for administration of this program.

- F. All confiscated monies from a participating Offender must be deposited in the Offender's savings account as per Section C.3.32.A, Offender Funds.

#### **C.4 PRISON RAPE ELIMINATION ACT (PREA)**

- A. The Contractor shall comply with the PREA Community Confinement Standards and report any Offender sexual assault or sexual harassment to the TDCJ-PFCMOD and in accordance with Department Policy.
- B. The Department designated Contract Monitor will monitor the Facility to ensure the Contractor is compliant with the PREA Community Confinement Standards.

#### **C.5 OPERATIONAL PLAN REQUIREMENTS**

- A. The Contractor shall provide for the Department's written approval, an Operational Plan that details how operational requirements and standards discussed in Sections C.2 and C.3 will be met for the Facility. The Contractor shall maintain current Department Policies as a minimum. Any deviation from Department Policies must be noted and approved by the Department.
- B. All curriculums (to include any updates or revisions) must be reviewed and approved by the Department prior to implementation.
- C. The Contractor shall have policies and procedures that prohibit kickbacks, referral fees, headhunter fees, bounties, etc. in all operations.
- D. The Contractor shall provide an Operational Plan that covers the full range of Facility operations, including but not limited to, the following:
  - 1. A policy and procedures operations manual which shall cover:
    - a. Affirmative Action Plan;
    - b. Risk Management Program;
    - c. Emergency Fire Plan and Procedures for Evacuation;
    - d. Sanitation Plan;
    - e. Intake Policies and Procedures;
    - f. HIV/AIDS Policies and Offender Healthcare Policies and Procedures;
    - g. Administration and Management of Offender Medication;
    - h. Notification of Offender's Next of Kin Policies and Procedures;
    - i. Count Procedures;
    - j. Egress and Ingress Policies and Procedures, including sign-in/sign-out procedures;

- k. Written Pass Policy;
  - l. Disposition of Property of Offender's Policies and Procedures;
  - m. Offender Funds Policies and Procedures;
  - n. Disciplinary Procedures;
  - o. Self-Monitoring Procedures;
  - p. 25% Assessment Policies and Procedures; and
  - q. 33.3% Savings Policies and Procedures.
2. An emergency procedures/security manual for confidential use by the staff supervisors that are employed by the Contractor;
  3. A fully developed training package to be administered to all the Contractor staff as described in C.3.1;
  4. Job descriptions for each position, inclusive of salary range, education and experience requirements, descriptions of job duties, full-time or part-time designation, etc.; organizational chart showing lines of supervision for all positions and
  5. Budget Justification Forms and Staffing Plan, Exhibit J.1.
- E. Policies, procedures and manuals submitted hereunder shall comply with the requirements of Section C.2 of this Contract with regard to Department Policies. The Contractor shall notify the Department in writing of proposed changes in, or additions to, the Operational Plan. Approval must be granted by the Department prior to any changes or modifications being implemented. The Department will respond to such requests within a reasonable time.
- F. The Contractor's positions shall be staffed with qualified employees in accordance with the format in Exhibit J.1, Budget Justification Forms and Staffing Plan. The staffing plan shall include, at a minimum:
1. Position titles;
  2. Special qualifications
  3. Number of Resident Monitors;
  4. Number of Days covered;
  5. Identification of shifts;
  6. Deployment of staff. A basic Facility floor plan shall be submitted with the proposal, showing approximate locations of all Resident Monitors;
  7. The Contractor shall include in the staffing plan positions for administration, training, medical service, food service, maintenance, laundry, Cognitive Behavior Instructor

(employment; budget planning, cognitive based substance abuse education, personal care, AA/NA), transportation, personnel, intake/diagnostic, community service, etc.

- G. The Contractor shall provide architectural drawings, blueprints, floor plans and specifications of the Facility to the Department.

**SECTION D – RESERVED FOR FUTURE USE**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE OF SERVICES**

- A. The Department and other government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Facility. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Offender records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.4 of this Contract.
1. If any of the services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.
  2. If any of the services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the government regulatory agency.

**E.2 INSPECTION OF FACILITIES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the Facilities and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice (TBCJ) and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including the Office of the Inspector General, shall be admitted into the Facility at any time.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The 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.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.9, Books and Records, concerning record retention.

**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audit or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or organizations other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audit or monitoring reports within seven (7) Days of issuance. Audit or monitoring reports shall include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

- A. 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.

- B. 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](http://www.sao.state.tx.us). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TERM**

The Contract will consist of a base period of one (1) year and six (6) months (Upon Signature of Both Parties through August 31, 2017) and two (2), two (2) year Option Periods (September 1, 2017 through August 31, 2019 and September 1, 2019 through August 31, 2021.)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one (1) or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available. Texas Government Code, Chapter 2251, Payment for Goods and Services.

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND FACILITY ADMINISTRATOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Executive Director on all matters pertaining to the population management of the Facility and compliance of this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person at its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director. In the event the Contractor makes any change at the direction of any person other than the Executive Director, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Administrator**

- A. The Contract Administrator for administration of this Contract is Jason Andrews.
- B. The telephone number for the Contract Administrator is (936) 437-7129.
- C. The facsimile number of the Contract Administrator is (325) 223-0310.
- D. The E-mail address is [jason.andrews@tdcj.texas.gov](mailto:jason.andrews@tdcj.texas.gov).

- E. The Contract Administrator is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify the Contract shall be made in writing to the TDCJ-PFCMOD, and a copy submitted to the Contract Administrator.

### **G.2.3 Contract Monitor**

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

### **G.2.4 Facility Administrator**

The Contractor shall provide a Facility Administrator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Facility Administrator shall have full authority to act for the Contractor in the performance of the required services. The Facility Administrator or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

### **G.3 BILLING**

- A. The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears, for the amount due for the Facility or services, and the Department shall pay such invoice within thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer a prompt payment discount, e.g., 1%, 15 Days (refer to page 1, block 9 of Contract) if the Contractor desires expedited payment. Prompt payment discounts must also be stated on each invoice.
- B. The Contractor shall prepare and submit to the Department's Huntsville Placement Unit or its designee in a timely manner, i.e., no later than the fifth (5<sup>th</sup>) Day of the following month, the required monthly reports and invoices in the Department's approved format.
- C. The Contractor shall utilize the software compatible with Microsoft Excel® for billing. The Contractor shall adopt all Department forms and form revisions. The Contractor shall provide and maintain proper computer hardware, software and peripheral devices to maintain electronic communication with the Department via the Internet and/or the Department's mainframe computer system.
- D. The Contractor shall submit the Contract Facility Daily Activity Report to the Department's Huntsville Placement Unit each Day. The date of termination is the last partial Day the Offender was at the Facility (regardless if the Offender departed the Facility with or without the Department's approval). The Contractor shall not bill the Department for Day of termination. The Contract Facility Daily Activity Report shall be submitted to the Department at the end of each Day, beginning at midnight and received by Huntsville Placement Unit no

later than 7:00 a.m. The Contractor shall indicate the name, TDCJ number and status of any Offender arriving or departing on that Day.

- E. The Contractor shall ensure that the Department is not billed for the Day on which any Offender is admitted to the hospital, taken into custody by law enforcement officials, or any Day thereafter until the Offender returns to the Facility.
- F. Offenders on approved pass, in excess of forty-eight (48) hours, shall be terminated and readmitted upon their return for purposes of billing.
- G. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation that cannot be verified will be disallowed.

**G.4 PAYMENTS**

- A. The Payment schedule shall be based on occupancy level determined by current Offender accounting procedures (Midnight Strength Report).
- B. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.
- C. Regardless as to whether Direct Deposit is chosen, upon Contract Award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:  
 Texas Department of Criminal Justice  
 Accounts Payable  
 P.O. Box 4018  
 Huntsville, Texas 77342-4018  
 If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.  
 The form and instructions can be found at the following link on the TDCJ website:  
[www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).
- D. Contractors who are already receiving EFT payments from Department or another Texas state agency do not need to register again.
- E. In the event the Contractor elects not to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**G.4.1 Billing and Payment**

The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears for the amount due for the Facility, and the Department, subject to its usual auditing and accounting procedures, shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice.

**G.4.2 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the Services hereunder based upon Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of Services furnished by the Contractor so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the Additional Services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the Additional Services because of such change in the Department Policies.
- D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of new policy is required immediately due to security or public safety issues.
- E. If mutual agreement is not reached within thirty (30) Days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) Days has lapsed as set forth in paragraph G.4.3 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.
- F. In the event that such changes in the Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

**G.4.3 Failure to Agree on Compensation for Additional Services**

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) Days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

**G.4.4 Payment Adjustment**

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.3.2.1, Exhibit J.3 or any money determined to be due as specified under Section E.1.C.

- B. If it is determined that the remaining amount of Monthly Contractor Payment is not adequate to cover the money determined to be due the Department, then all remaining Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the remaining amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt unless the Contractor and the Department mutually agree on an alternative payment method.

#### **G.4.5 Late Payment**

Any amount owed to the Contractor more than one (1) Day beyond the date such amount is due as described in Section G.4 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, §2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

#### **G.4.6 Deductions for Unacceptable Compliance**

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.

#### **G.4.7 Withholding of Payment**

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports as required in Section C;
  - 2. Failure to respond to audit reports as set forth in Section E.1.C; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Monthly Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final Payment to the Contractor pending the Department's acceptance by and transfer of State-Owned property to the Department.
- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final Payment.
- F. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

**G.4.8 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, §2252.903, the Contractor agrees that any Payments due under a Contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, §§403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**G.4.9 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

**G.4.10 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Administrator the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Administrator with 1 and 2 below:
  1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of an Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section 1.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; or
  2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Administrator within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
1. Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury:
    - a. By accident, \$1,000,000 per each accident; and
    - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
  2. Commercial Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.
  3. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$3,000,000 products/completed operations aggregate and \$3,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.

- c. Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
  - d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
4. Professional Liability (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.
  5. If the Contractor's operations involve the use of hazardous materials/pollutants including but not limited to oil, fuels, antifreeze or chemicals, then: Environmental Impairment or Pollution Liability Insurance to include coverage for the handling, removal, storage, testing, transportation and disposal of these materials, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

**NOTE:**

If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

Insurance described in 3 and 4 shall include a rider for sexual molestation coverage.

**H.1.1 Required Provisions**

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
- F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state

shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring a written notice of cancellation to the Department.

- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best or equivalent rating by a similar insurance rating service.
- I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
- J. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omissions of any subcontractor selected by the Contractor.

- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audit or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 5. The subcontract shall also contain the required clauses referenced in Sections E.4 and I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Businesses (HUB)**

- A. 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 Comptroller of Public Accounts (CPA) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.
- B. A detailed description of the HSP and required forms are included as Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Agency's name, the name of the Contract Administrator, this Contract's assigned number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of

the notice shall be provided to the Contract Administrator no later than ten (10) Working Days after this Contract is awarded.

- D. The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5th Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2.

### **H.3 TRANSITION**

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current contractor management to either the Department management or management by a third party of the Facility.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

### **H.4 CERTAIN PROHIBITIONS**

- A. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to the Contractor the authority to, and the Contractor shall not have any authority to:
  - 1. Calculate Offender release and Parole eligibility dates;
  - 2. Award or remove good conduct time to Offenders;
  - 3. Approve Offender's work, medical or for non-medical emergency absences, or for pre-parole transfers; or
  - 4. Classify Offenders or place Offenders in less restricted custody than the custody ordered by the Department. The Department shall have the sole authority to assign or transfer Offenders from the Facility.
- B. Provided, however, that this section shall not prevent the Contractor from making recommendations to the Department with respect to any of the above without the prior written decision of the Department.

### **H.5 APPROVAL OF EMPLOYEES**

- A. The Contractor shall retain no Upper Level Management personnel for administration of the Facility without prior approval of each selection by the TDCJ-PFCMOD, which approval shall not be unreasonably withheld.
- B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position to another position, notification of this transfer must be made to the TDCJ-PFCMOD by so indicating on the vacancy reports.

- C. Upon request by the Department, the Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

#### **H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

#### **H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code, Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.9 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

**H.10 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

**H.11 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

**H.12 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence Services at the Facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified

mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

#### **H.13 UTILIZATION OF FACILITY**

The Department agrees that it will use its best efforts to adding Offenders to the Facility as provided by law; however, the Department does not covenant or represent to the Contractor that it will refer Offenders at one hundred percent (100%) capacity. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not refer Offenders at one hundred percent (100%) capacity.

#### **H.14 FINANCIAL OPERATIONS**

- A. The Contractor shall establish and provide financial services and operations, which comply with Generally Accepted Accounting Principles in order to ensure that the funds of the Department are safeguarded and that the financial records accurately reflect the transactions relevant to the implementation of this Contract.
- B. The Contractor shall develop, implement and maintain a financial management system including accurate, correct and complete payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, determination of reasonable, allowable and allocable cost elements, and timely and appropriate audits and resolution of any questionable or improper findings.
- C. The Contractor shall maintain a separate account of funds designated for this Contract. The Contractor shall submit a written cost allocation plan to the Department for its review and approval with regard to cost that are allocated across, to and among any funding sources in addition to the Department. Cost allocated to the Department shall reflect the proper percentage of the Department Offenders to total population.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2017.
- B. The Department'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.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2017, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to paragraph, Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 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.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with Department Policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **1.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section 1.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section 1.3.1 but that such Event of Default can be cured through a diligent, ongoing, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **1.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify the Contractor of such Event of Default, and subject to the provisions of Section 1.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;

- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.7; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.

- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

### **I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last Day of the Biennium for which appropriations have been made.

### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

### **I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
  - 1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
  - 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
    - a. Place no further subcontracts or orders in support of this Contract;

- b. Terminate all subcontracts; and
  - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

### **I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

### **I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  - 2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  - 3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at 2 Financial Plaza, Suite 525, Huntsville, Texas 77340.
  - 4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  - 5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.

6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
  - C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
  - D. Records of the Services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
  - E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, 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 Contractor 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 the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office

of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **I.5.2 Infringements**

- A. The Contractor shall indemnify and hold harmless the State of Texas the Department and the TBCJ, 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 the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by:
1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  2. Any modification made to the product without the Contractor's written approval;
  3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  4. Any intellectual property right owned by or licensed to the Department; or
  5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractors sole option and expense:
1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
  2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or Service so that the Department's use is non-infringing.

### **I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The Department and/or the State shall not be liable to the Contractor, 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.

- B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, 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. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

#### **I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the operation of the Facility by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

#### **I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with 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.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

### **I.13 CONFIDENTIALITY AND OPEN RECORDS**

#### **I.13.1 Confidentiality**

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 Department without prior approval of the other party.

#### **I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, Government Code, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552, Government Code (Texas Public Information Act). The Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

### **I.14 CONTRACT CHANGES**

Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16, administrative changes such as changing the Contract Administrator designation or correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

**I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

**I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

**I.17 SEVERABILITY**

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.

**I.18 IMMIGRATION**

The 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 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

**I.20 LIMITATION ON AUTHORITY**

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

**I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department 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.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213**

- A. 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 Texas Administrative Code, Title 1, Part 10, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department 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 the Rehabilitation Act, Section 508), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department 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/>.

**I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the 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 Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the 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.

#### **I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **I.25. NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Jason Andrews, Contract Administrator  
TDCJ Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective upon receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
  - 1. All persons employed to perform duties within Texas, during the Contract Term; and
  - 2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

## SECTION J - LIST OF EXHIBITS

| EXHIBIT NO. | TITLE   | Number of Pages |
|-------------|---|-----------------|
| J.1         | Program Budget Justification Forms  | 30              |
| J.2         | HUB Subcontracting Plan   | 25              |
| J.3         | Compliance Standards  | 3               |
| J.4         | Child Safety Zone Certification   | 1               |
| J.5         | Texas Department of Criminal Justice Policies and Procedures List                   | 1               |
| J.6         | Reserved for Future Use   |                 |
| J.7         | Revenue Identification Form   | 1               |
| J.8         | Criminal Justice Information System Addendum (CJIS) (Obtain by Request Only) (H.13) | N/A             |
| J.9         | HWH-13, Cognitive Behavior Participation Roster                                     | 1               |
| J.10        | HWH-11, Request for Exemption, Reduction and Withdrawal Instructions and Form       | 2               |
| J.11        | Position Vacancy Report Forms and Instructions                                      | 3               |
| J.12        | Quarterly Urinalyses Testing Report   | 1               |
| J.13        | Weekly Offender Schedule  | 1               |
| J.14        | Position Control Number (PCN) Listing   | 1               |



# HUB SUBCONTRACTING PLAN (HSP)

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

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

21.1% Goal

**SECTION 1 RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: Correctional Solutions Group, LLC State of Texas VID #: 14726715783  
 Point of Contact: Jeremy Scheid-Young Phone #: 6063084953  
 E-mail Address: jvsyconsulting@gmail.com Fax #: 7178859553

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: 696-PD-1 5-P024 Bid Open Date: 08 / 14 / 2015  
(mm/dd/yyyy)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #  | Subcontracting Opportunity Description | HUBs   |  | Non-HUBs   |
|---|--|--|--|--|
|   |  | Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less. | Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1   | Drug Screening                         | 0.088%   | 0%   | 0%   |
| 2   | Food Service/Catering                  | 16.135%  | %  | 0%   |
| 3   | Office & Computer Supplies             | %  | %  | 0.960%   |
| 4   | Medical Supplies                       | %  | %  | 0.242%   |
| 5   | Facility & Office Equipment            | %  | %  | 0.244%   |
| 6   | Financial                              | %  | %  | 0.242%   |
| 7   | Advertising                            | %  | %  | 0.036%   |
| 8   | Clothing & Necessities                 | %  | %  | 0.484%   |
| 9   | Training                               | %  | %  | 0.073%   |
| 10  |  | %  | %  | %  |
| 11  |  | %  | %  | %  |
| 12  |  | %  | %  | %  |
| 13  |  | %  | %  | %  |
| 14  |  | %  | %  | %  |
| 15  |  | %  | %  | %  |
| Aggregate percentages of the contract expected to be subcontracted: |  | 16.223%  | %  | 2.281%   |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)



**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

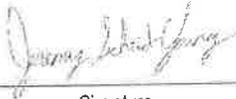
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains 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 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <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 its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
 \_\_\_\_\_  
 Signature

Jeremy Scheid-Young  
 \_\_\_\_\_  
 Printed Name

Consultant  
 \_\_\_\_\_  
 Title

08/14/2015  
 \_\_\_\_\_  
 Date

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Drug Screening

### SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mvcpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                   | VID Number    | Date Notice Sent<br>(mm/dd/yyyy) | Did the HUB Respond?                |                                     |
|--------------------------------|---------------|----------------------------------|-------------------------------------|-------------------------------------|
| A Best Services                | 1464895846100 | 07/22/2015                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Family Tree DNA & Drug Testing | 1463745532100 | 07/22/2015                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Nationwide Testing Systems     | 1900254738800 | 07/22/2015                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/myb-links-1>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent<br>(mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|----------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

|  |                                       |
|--|---------------------------------------|
| Enter your company's name here: <u>Correctional Solutions Group, LLC</u> | Requisition #: <u>696-PD-1 5-P024</u> |
|--|---------------------------------------|

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Drug Screening

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name    | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|-----------------|---|--|---------------------------|---------------------------------|
| A Best Services | <input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No | 1464895846100  | \$ 13580                  | 0.056 %                         |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Food Service/Catering

**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/toasscmbsearch/index.jspx>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                  | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?                |                                     |
|-------------------------------|---------------|-------------------------------|-------------------------------------|-------------------------------------|
| French Corner Catering        | 1352248101200 | 07/22/2015                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Snappy Snacks Mobile Catering | 1742972909200 | 07/22/2015                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| S. A. Catering Concepts, LLC  | 1462988178100 | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1>.

- d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Food Service/Catering

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name                 | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|------------------------------|---|--|---------------------------|---------------------------------|
| S. A. Catering Concepts, LLC | <input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No | 1462988178100  | \$ 1,110,392              | 16.135 %                        |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-ofe-achm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: Office & Computer Supplies

### SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                  | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|-------------------------------|---------------|-------------------------------|--------------------------|-------------------------------------|
| COPYPLUS, LLC                 | 1261090415800 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| CIELO OFFICE PRODUCTS, L.L.C. | 1522419421500 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| A & W OFFICE SUPPLY, INC.     | 1741547905800 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwo-links-1>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 3 Description: Office & Computer Supplies

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name | Texas certified HUB   | VID Number<br>(Required if Texas certified HUB) | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|---|---|---------------------------|---------------------------------|
| Staples.com  | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |   | \$ 66,037                 | 0.96 %                          |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We did not receive any response from the HUB's we contacted; and after comparing prices, staples.com was cheaper.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 4 Description: Medical Supplies

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsf>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                    | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|---------------------------------|---------------|-------------------------------|--------------------------|-------------------------------------|
| JEFFERSON MEDICAL SUPPLY, INC   | 1742770298400 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| RISING STAR MEDICAL SUPPLY, LLC | 1900793192600 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| JACKSON AND ASSOCIATES INC.     | 1760569541400 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwp-links>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 4 Description: Medical Supplies

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name            | Texas certified HUB   | VID Number<br>(Required if Texas certified HUB) | Approximate Dollar Amount | Expected Percentage of Contract |
|-------------------------|---|---|---------------------------|---------------------------------|
| Bob Barker Company, Inc | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |   | \$ 16,667                 | 0.242 %                         |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose Bob Barker Company, Inc because the principals of CSG have a 30-year business relationship with this company.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forme/hub-sbcont-plan-gfe-actm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 5 Description: Facility & Office Equipment

### SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jspx>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name               | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|----------------------------|---------------|-------------------------------|--------------------------|-------------------------------------|
| TEJAS OFFICE SUPPLY        | 1203098503500 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| GLOBE OFFICE PRODUCTS      | 1760565024500 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| STAR OFFICE PRODUCTS, LTD. | 1760687802700 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

|  |                                       |
|--|---------------------------------------|
| Enter your company's name here: <u>Correctional Solutions Group, LLC</u> | Requisition #: <u>696-PD-1 5-P024</u> |
|--|---------------------------------------|

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 5 Description: Facility & Office Equipment

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name            | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|-------------------------|---|--|---------------------------|---------------------------------|
| Bob Barker Company, Inc | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |  | \$ 16,774                 | 0.244 %                         |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose Bob Barker Company, Inc because the principals of CSG have a 30-year business relationship with this company.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 6 Description: Financial

### SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmb/search/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                            | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|---|---------------|-------------------------------|--------------------------|-------------------------------------|
| Rhonda L. Gillum Certified Public Acct. | 1751510398800 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| MARTINEZ, ROSARIO & COMPANY, LLP        | 1113682861000 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| GONZALEZ & WALKER, CPA'S                | 1742980278200 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

|  |                                       |
|--|---------------------------------------|
| Enter your company's name here: <u>Correctional Solutions Group, LLC</u> | Requisition #: <u>696-PD-1 5-P024</u> |
|--|---------------------------------------|

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 6 Description: Financial

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name         | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|----------------------|---|--|---------------------------|---------------------------------|
| Erwin C. Stolle, CPA | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |  | \$ 16,667                 | 0.242 %                         |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                      | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose Erwin C. Stolle because he currently performs the financial audits for CSG.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 7 Description: Advertising

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items a, b, c and d thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                  | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|-------------------------------|---------------|-------------------------------|--------------------------|-------------------------------------|
| HAR-LUZ, INC.                 | 1270670608700 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| CHROMATIC CUSTOM GRAPHICS LLC | 1465185680000 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| K-D PRINTS, LTD.              | 1611477776200 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/rwb-links>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 7 Description: Advertising

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name                              | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|---|---|--|---------------------------|---------------------------------|
| The Edinburg Review (yourvalleyvoice.com) | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |  | \$ 2,500                  | 0.036 %                         |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose The Edinburg Review because we want to recruit local talent.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 8 Description: Clothing & Necessities

**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)  
 - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                     | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|----------------------------------|---------------|-------------------------------|--------------------------|-------------------------------------|
| INNOVATIVE BUSINESS SERVICE, LLC | 1461214333000 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| THE LYSANDER ELEMENT             | 1432096806900 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11 GROUP, LLC                    | 1461096257400 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 8 Description: Clothing & Necessities

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name            | Texas certified HUB   | VID Number<br>(Required if Texas certified HUB) | Approximate Dollar Amount | Expected Percentage of Contract |
|-------------------------|---|---|---------------------------|---------------------------------|
| Bob Barker Company, Inc | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |   | \$ 33,333                 | 0.484 %                         |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                         | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose Bob Barker Company, Inc because the principals of CSG have a 30-year business relationship with this company.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 9 Description: Training

**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/lpasscmb/search/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                              | VID Number    | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?     |                                     |
|---|---------------|-------------------------------|--------------------------|-------------------------------------|
| Audrey Muehe, Ph.D., P.C. & Associates    | 1200356060900 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| SOUTH TEXAS COUNSELING INC                | 1461198164900 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gerardo M Ponce LPC, NCC/Psycho-therapist | 1275149652700 | 08/01/2015                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/myb-links-1>.

- d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers                 | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?            |                          |
|--|-------------------------------|-------------------------------------|--------------------------|
| Texas Association of Historically Underutilized Businesses | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| San Antonio Hispanic Chamber of Commerce                   | 07/22/2015                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Correctional Solutions Group, LLC Requisition #: 696-PD-1 5-P024

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 9 Description: Training

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name    | Texas certified HUB   | VID Number<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|-----------------|---|--|---------------------------|---------------------------------|
| Relias Learning | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |  | \$ 5,000                  | 0.073 %                         |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |
|                 | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |  | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We received no response from the HUB's we notified, so we chose Relias Learning because we already use this company for training at our other facility.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

|                   |  |   |             |
|-------------------|--|---|-------------|
| <b>Section A</b>  |  | <b>PRIME CONTRACTOR'S INFORMATION</b>   |             |
| Company Name:     | Correctional Solutions Group, LLC                | State of Texas VID #:   | 14726715783 |
| Point-of-Contact: | Jeremy Scheid-Young                              | Phone #:  | 6063084953  |
| E-mail Address:   | jvsyconsulting@gmail.com                         | Fax #:  | 7178859553  |
| <b>Section B</b>  |  | <b>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>   |             |
| Agency Name:      | Texas Department of Criminal Justice             |   |             |
| Point-of-Contact: | Jennifer Klimch CTPM                             | Phone #:  | 9364377115  |
| Requisition #:    | 696-PD-1 5-P024                                  | Bid Open Date:  | 08/14/15    |
| <b>Section C</b>  |  | <b>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>  |             |
| 1.                | Potential Subcontractor's Bid Response Due Date: | Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: <u>08/11/2015</u><br><small>(Date)</small>   |             |
|                   |  | <small>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</small> |             |
| 2.                | Scope of Work:                                   | Opportunities include: Drug Screening, Food Service/Catering, Office & Computer Supplies, Medical Supplies, Facility & Office Equipment, Financial, Advertising, Clothing & Necessities, and Training. Facility will be 125 beds and located in Edinburg, TX.   |             |
| 3.                | Required Qualifications:                         | Prior experience as a residential corrections provider able to service a 125 bed facility in Edinburg, TX.  |             |
|                   | <input type="checkbox"/> - Not Applicable        |   |             |
| 4.                | Bonding/Insurance Requirements:                  | Liability Insurance required.   |             |
|                   | <input type="checkbox"/> - Not Applicable        |   |             |
| 5.                | Location to review plans/specifications:         | Link to Facility Information - <a href="http://zonedfacility.com/index.html">http://zonedfacility.com/index.html</a><br>RFP included as an email attachment   |             |
|                   | <input type="checkbox"/> - Not Applicable        |   |             |



Rev. 10/14

## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

Contract/Requisition Number: 696-PD-16-17-C132 Date of Award: 03/01/2016 Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Jason Andrews

Contractor (Company) Name: Correctional Solutions Group, LLC State of Texas VID #: 14726715783

Point of Contact: David Stanfield Phone #: (512) 800-0627

Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report HUB and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/lpasscmb/search/index.jsp>

| Subcontractor's Name         | *Texas certified HUB?<br><small>(Yes or No)</small> | Subcontractor's VID or HUB Certificate Number<br><small>(Required if Texas certified HUB)</small> | Total Contract \$ Amount from HSP with Subcontractor | Total \$ Amount Paid This Reporting Period to Subcontractor | Total Contract \$ Amount Paid to Date to Subcontractor | Object Code<br><small>(Agency Use Only)</small> |
|------------------------------|---|---|--|---|--|---|
| A Best Services Incorporated | Yes   | 146489584610  | \$ 13,580.00   | \$  | \$   |   |
| S A Catering Concepts, LLC   | Yes   | 146298817810  | \$1,110,392.00                                       | \$  | \$   |   |
| Staples.com                  | No  | 10433908166   | \$ 66,037.00   | \$  | \$   |   |
| Bob Barker Company, Inc.     | No  | 15615580626   | \$ 66,774.00   | \$  | \$   |   |
| Erwin C. Stolle, CPA         | No  |   | \$ 16,667.00   | \$  | \$   |   |
| The Edinburg Review          | No  | 17415044290   | \$ 2,500.00  | \$  | \$   |   |
| Relias Learning              | No  |   | \$ 5,000.00  | \$  | \$   |   |
|                              |   |   | \$   | \$  | \$   |   |
|                              |   |   | \$   | \$  | \$   |   |
|                              |   |   | \$   | \$  | \$   |   |
|                              |   |   | \$   | \$  | \$   |   |
|                              |   |   | \$   | \$  | \$   |   |
| <b>TOTALS:</b>               |   |   | \$   | \$  | \$   |   |

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

|    | <b>STANDARD</b>   | <b>ACCEPTABLE</b>   | <b>UNACCEPTABLE</b>  | <b>PAYMENT ADJUSTMENT CALCULATION</b>  |
|----|---|---|--|--|
| 1. | The Contractor shall ensure each eligible Offender is provided five (5) job searches or interviews each week.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Offender not provided the required job searches or interviews per week.            |
| 2. | The Contractor shall provide written documentation weekly of all Offenders failing to complete five (5) job searches/appointments/interviews with prospective employers per week and shall maintain documentation of notification in the Offender's file.   | 100%  | Less than 100%   | Reduce by \$50.00 per Offender for each week the Contractor fails to provide written notification to the supervising officer.  |
| 3. | The Contractor shall provide transportation for each Offender in accordance with the scheduling determined by the Department.   | Offender transportation provided per scheduled transport destination in less than or within two (2) hours of the Department scheduled time or prior to 5 p.m. of the scheduled date if no time has been designated. | Offender transportation provided per scheduled transport destination in more than two (2) hours of the Department scheduled time or after 5 p.m. of the scheduled date if no time has been designated. | Reduce by \$100.00 per Day for each scheduled transport with transportation delays for each full or partial Day that transportation is delayed.                                |
| 4. | The Contractor shall staff all positions with fully qualified employees, including special certification and licenses where applicable.   | Less than or equal to sixty (60) Days   | Greater than sixty (60) Days   | Reduce by an Average Daily Salary (see Attachment A) for each Day a vacancy exceeds the sixty (60) Day acceptable allowance for filling a position.                            |
| 5. | The Contractor shall obtain from the Department and maintain a copy in employee files, the written results of a satisfactory, current (within thirty (30) Days) criminal background investigation prior to an employee having direct contact with Offenders. This applies for both the initial employment and the re-hire of all staff. | 100%  | Less than 100%   | Reduce by \$50.00 for each Working Day an employee physically worked in direct contact with Offenders without a current, satisfactory clearance letter in their employee file. |
| 6. | The Contractor shall obtain from the Department and maintain a copy in employee files, prior written approval to hire all Upper-Level Management staff.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) for each Day the position was filled with a non-approved individual.  |
| 7. | The Contractor shall maintain valid current insurance policies.   | Valid current insurance policies.   | Lapsed policy or policy not meeting Section H.1 requirements.  | Reduce by \$1,000 per Day for which mandated insurance coverage was not in effect. The Contractor has twenty (20) Days to cure before this becomes an Event of Default.        |
| 8. | Notification is provided to the Department of all Offender injuries, incidents or issues relative to the health, safety and welfare of the Offender.  | 100%  | Less than 100%   | Reduce by \$10.00 for each incident where the Contractor fails to notify the Department immediately upon learning of the event.  |

|     | STANDARD  | ACCEPTABLE  | UNACCEPTABLE   | PAYMENT ADJUSTMENT CALCULATION   |
|-----|---|---|--|--|
| 9.  | The Contractor shall conduct drug test of Offenders currently assigned to the Community Residential Facility.   | The Contractor drug tests 100% of the Offenders currently assigned to the Community Residential Facility with the exception of inaccessible Offenders or non-compliant Offenders with documentation of Parole Officer notification within required time frames. | The Contractor conducts less than 100% of the required drug tests. | The Contractor shall be assessed \$25.00 per each Offender not drug tested within required time frame.   |
| 10. | The Contractor shall complete an intake on each Offender within twenty-four (24) hours of arrival at the Community Residential Facility.  | 100%  | Less than 100%   | Reduce by \$10.00 per Day/per Offender for each Day an intake is not completed as required.  |
| 11. | The Contractor shall develop an employment plan for each Offender within five (5) Working Days from intake completion.  | 100%  | Less than 100%   | The Contractor shall be assessed \$10.00 per Day/per Offender for each Employment Plan not completed as required.  |
| 12. | The Contractor shall ensure that each new Offender completes orientation and receives all required elements.  | 100%  | Less than 100%   | The Contractor shall be assessed \$25.00 per Offender for each Day that all required orientation elements are not completed and/or received.   |
| 13. | The Contractor shall submit a written response to the Department detailing the corrective action taken to address any items of non-compliance within twenty (20) Days of receiving written notice of the item(s) from the Department. | Less than or equal to twenty (20) Days from the first response.   | Greater than twenty (20) Days from the first response.             | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day past the acceptable response time.   |
| 14. | The Contractor shall correct all identified areas of non-compliance, as identified by the Department, within twenty (20) Days or by the date of a Department approved extension.  | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day an issue of non-compliance is not corrected within twenty (20) Days or by the date of a Department approved extension. |
| 15. | The Contractor shall correct all identified areas of non-compliance, as identified by a Government regulatory agency.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day an issue of non-compliance is not corrected by the Government regulatory agency's deadline.                            |

The Department has the right to withhold the monthly payment or temporarily suspend some or all of the payment adjustments identified in the above table.

Decisions to suspend payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter. Decisions and notifications to reinstate payment adjustments will be handled in a similar manner.

Average Daily Salary Schedule

| Position Description                                  | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 |
|---|--------|--------|--------|--------|--------|--------|
| Program Director / Facility Administrator             | \$ 231 | \$ 238 | \$ 245 | \$ 253 | \$ 260 | \$ 268 |
| Asst Program Director / Asst Facility Administrator   |        |        |        |        |        |        |
| LVN/Nurse   | \$ 186 | \$ 191 | \$ 197 | \$ 203 | \$ 209 | \$ 215 |
| Business Manager / Accountant                         |        |        |        |        |        |        |
| Employment Specialist / Human Resources               | \$ 139 | \$ 144 | \$ 148 | \$ 152 | \$ 157 | \$ 162 |
| Education / Life Skills                               | \$ 132 | \$ 136 | \$ 140 | \$ 144 | \$ 148 | \$ 153 |
| Food / Laundry Services Staff                         | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Client Monitor / Case Manager / Operations Supervisor |        |        |        |        |        |        |
| Client Monitor Supervisor / Case Manager Supervisor   | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Unit Support (Maintenance / Intake / Transportation)  | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Administrative Assistant / Clerk / Receptionist       | \$ 132 | \$ 136 | \$ 140 | \$ 144 | \$ 148 | \$ 153 |

**Child Safety Zone Certification**

Texas Department of Criminal Justice Contracted Community Residential Facility.

Facility (or Contractor) Name and Location(s):

Garrison Transitional Center  
Correctional Solutions Group, LLC  
402 W. Chapin Street  
Edinburg, TX 78541

I certify that the above listed facility \_\_\_\_\_ is (or)  is not located in a child safety zone.

 for Correctional Solutions Group

Authorized Signature

John Forren

Name

President

Title

8/6/2015

Date

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
POLICIES AND PROCEDURES LIST**

- |     |                                       |   |
|-----|---------------------------------------|---|
| 1.  | Board Rule-195.41                     | Community Residential Facilities  |
| 2.  | TDCJ Personnel Directive - 04         | Consultant /Contract Employee Information Confidentiality                     |
| 3.  | TDCJ Personnel Directive - 17         | Drug Free Workplace   |
| 4.  | TDCJ Personnel Directive - 26         | Nepotism  |
| 5.  | TDCJ Personnel Directive - 27         | Employee Status Pending Resolution of Criminal Charges or a Protective Orders |
| 6.  | TDCJ Personnel Directive -29          | Sexual Misconduct with Offenders  |
| 7.  | TDCJ Personnel Directive - 75         | Applicants with Pending Charges or Prior Criminal Convictions                 |
| 8.  | TDCJ Administrative Directive – 07.11 | Use of Offender Labor for Community and Public Work Projects                  |
| 9.  | TDCJ Administrative Directive – 14.58 | Deposit Procedures for the Unit Clearing Account                              |
| 10. | Parole Division Policy - 3.2.12       | Releasee Employment   |
| 11. | Parole Division Policy - 4.1.3        | Processing Violations of Release After Hours                                  |
| 12. | TDCJ Access to Courts Manual          |   |
| 13. | TDCJ Food Service Manual              |   |

NOTE: This list is subject to change and/or additions at the sole discretion of the Department and is not all inclusive.

**REVENUE IDENTIFICATION FORM**

**INDICATE BELOW THE SOURCE OF THE RETURNED MONEY:**

TELEPHONE REVENUE: \$ \_\_\_\_\_

COMMISSARY PROFITS: \$ \_\_\_\_\_

FOUND/CONFISCATED MONEY: \$ \_\_\_\_\_

OTHER (Please Specify): \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SEND THE CHECK(S) AND/OR MONEY ORDER(S) WITH THE COMPLETED REVENUE IDENTIFICATION FORM TO:

TDCJ CASHIER'S OFFICE  
P.O. BOX 4015  
HUNTSVILLE, TX 77342-4015

IF ASSISTANCE IS REQUIRED, PLEASE CALL TDCJ PFCMOD AT 936-437-2885.

ALSO SEND A COURTESY COPY OF THE CHECK, COMPLETED REVENUE IDENTIFICATION FORM AND ANY OTHER SUPPORTING DOCUMENTATION TO:

TDCJ – PFCMOD  
BUSINESS OPERATIONS  
TWO FINANCIAL PLAZA, SUITE 300  
HUNTSVILLE, TX 77340

COGNITIVE BEHAVIOR PARTICIPATION ROSTER

Class / Module: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

Time: \_\_\_\_\_

|    | Last Name | First Name | SID # | P.O. Name | Participant Signature | Facilitator Comments |
|----|-----------|------------|-------|-----------|-----------------------|----------------------|
| 1  |           |            |       |           |                       |                      |
| 2  |           |            |       |           |                       |                      |
| 3  |           |            |       |           |                       |                      |
| 4  |           |            |       |           |                       |                      |
| 5  |           |            |       |           |                       |                      |
| 6  |           |            |       |           |                       |                      |
| 7  |           |            |       |           |                       |                      |
| 8  |           |            |       |           |                       |                      |
| 9  |           |            |       |           |                       |                      |
| 10 |           |            |       |           |                       |                      |
| 11 |           |            |       |           |                       |                      |
| 12 |           |            |       |           |                       |                      |
| 13 |           |            |       |           |                       |                      |
| 14 |           |            |       |           |                       |                      |
| 15 |           |            |       |           |                       |                      |
| 16 |           |            |       |           |                       |                      |
| 17 |           |            |       |           |                       |                      |
| 18 |           |            |       |           |                       |                      |
| 19 |           |            |       |           |                       |                      |
| 20 |           |            |       |           |                       |                      |

Facilitator Printed Name: \_\_\_\_\_

Facilitator Signature: \_\_\_\_\_

- \* **OFFENDER NAME** - Enter last name, first name and middle initial
- \* **TDCJ/SID #** - TDCJ number, if not known, enter the SID number
- \* **LEGAL COUNTY OF RESIDENCE (LCOR)** - Legal county of residence as noted on the release certificate
- \* **FACILITY** - Facility in which offender is currently residing
- \* **APPROVED COUNTY OF RESIDENCE** - County in which offender is currently approved by the BPP to reside
- \* **ARRIVAL DATE** - Date offender arrived at the facility
- \* **JOB SEARCH PLAN; 25% ASSESSMENT COLLECTION; 33.3% SAVINGS PROGRAM** - Place an "X" next to the requested exemption
- \* **WITHDRAWAL IN THE AMOUNT OF \$\_\_\_\_\_** - Place an "X" next to the withdrawal and enter the amount requested to be withdrawn
- \* **SAVINGS ACCOUNT BALANCE** - IF a withdrawal is requested, enter the offender's savings account balance
- \* **CURRENT ON 25% ASSESSMENTS** - Check the space **ONLY** if the offender is current on the 25% assessment collections
- \* **JOB SEARCH PLAN REDUCED TO \_\_\_\_\_ JOB SEARCHES PER WEEK** - Place an "X" next to the requested reduction with the revised number of job searches required
- \* **33.3% SAVINGS PROGRAM REDUCED TO \$\_\_\_\_\_ SAVINGS PER PAY PERIOD** - Place an "X" next to the requested reduction with the revised savings amount to be collected
- \* **REASON FOR EXEMPTION, REDUCTION OR SAVINGS WITHDRAWAL REQUEST** - Detailed explanation of offender status resulting in this request
- \* **EXEMPTION, REDUCTION AND/OR WITHDRAWAL TO BE EFFECTIVE \_\_\_\_\_ THROUGHOUT \_\_\_\_\_** - Enter beginning effective date and ending effective date
- \* **FACILITY REQUESTER** - Name of person submitting the request, facility name / title of person submitting the request, date of request
- \* **DPO** - Name of DPO, DPO's signature, date

### REGIONAL DIRECTOR ACTION

- \* **APPROVED; DENIED; OTHER** - Place an "X" next to the applicable action
- \* **COMMENT(S)** - Enter any additional information
- \* **REGIONAL DIRECTOR OR DESIGNEE SIGNATURE** - Signature of Regional Director or designee
- \* **DATE** - Enter date of action



TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
PAROLE DIVISION



REQUEST FOR  
EXEMPTION, REDUCTION and WITHDRAWAL

Offender Name: \_\_\_\_\_ TDCJ or SID #: \_\_\_\_\_  
Legal County of Residence (LCOR): \_\_\_\_\_ Facility: \_\_\_\_\_  
Approved County of Residence: \_\_\_\_\_ Arrival Date: \_\_\_\_\_

| EXEMPTION(S)                                       | SAVINGS WITHDRAWAL  |
|--|---|
| <input type="checkbox"/> Job Search Plan           | <input type="checkbox"/> Withdrawal in the amount of \$ _____ |
| <input type="checkbox"/> 25% Assessment collection | <input type="checkbox"/> Savings Account Balance \$ _____     |
| <input type="checkbox"/> 33.3% Savings Program     | <input type="checkbox"/> Current on 25% Assessments           |

| REDUCTION(S)   |
|--|
| <input type="checkbox"/> Job Search Plan reduced to _____ job searches per week.           |
| <input type="checkbox"/> 33.3% Savings Program reduced to \$ _____ savings per pay period. |

Reason for Exemption, Reduction or Savings Withdrawal request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exemption, Reduction and/or Withdrawal to be effective \_\_\_\_\_ throughout \_\_\_\_\_  
(date) (date)

Facility Requester: \_\_\_\_\_  
Name Facility Name / Title Date

DPO \_\_\_\_\_  
Name signature Date

| REGIONAL DIRECTOR ACTION:               |  |
|---|--|
| <input type="checkbox"/> APPROVED       | <input type="checkbox"/> DENIED <input type="checkbox"/> OTHER |
| COMMENT(S): _____                       |  |
| _____                                   |  |
| _____                                   |  |
| Regional Director or designee signature | Date   |

cc: Assigned Facility  
File

Position Vacancy Report

Facility Name: \_\_\_\_\_

Month Of: \_\_\_\_\_

| Category of Staff (Administration, Security, etc): |                |                       |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|--|----------------|-----------------------|-----------------|--|-------------------------------------|------------------------------------|-----------------|---------------------------------------|--|----------------------|------------------------------------|
| Position ID Number                                 | Position Title | a. Departing Employee | 1. Date Vacated | REPORTS AND ATTACHMENTS ARE DUE BY THE 5TH WORKING DAY OF THE FOLLOWING MONTH. |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b. Replacing Employee | 2. Date Filled  | * 3. Date Pre Service / Orient Completed                                       | * 4. Date of Background Check Rec'd | 5. Date of Pre Emp Drug Test Rec'd | 6. Date of Hire | * 7. Required Certification Completed | * 8. Date of TDCJ Approval for Upper Lvl Mngmt | 9. Date OJT Complete | 10. Number of Days Position Vacant |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |

*I hereby confirm that the above information is accurate and correct. This report may be used in calculating fiscal sanctions regarding position vacancies.*

Preparer: \_\_\_\_\_

Total Positions in Staffing Pattern: \_\_\_\_\_

Total Vacant: \_\_\_\_\_

Total Filled: \_\_\_\_\_

Printed Name \_\_\_\_\_

*Facility Warden or Administrator*

Signature & Date \_\_\_\_\_

*Facility Warden or Administrator*

\*Copies of Pre-Service Training Certificates, Background Checks and Required Certifications must be attached for all positions filled during the month.  
 Positions filled by promotion of current staff should be indicated by writing promotion through #3-6.  
 Copies of approval letters must be attached for all newly filled Upper Level Management positions.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
*INSTRUCTIONS FOR MONTHLY POSITION VACANCY REPORT*

|   |   |
|---|---|
| Position ID Number                          | <p>The <b>permanent</b> identification number established by the facility for each position on the current staffing plan defined in the contract.</p> <p>This number should correspond with the Position Control Number (PCN) listing.</p>  |
| Position Title                              | The position title on the current staffing pattern that corresponds to the departing and replacing employee.  |
| a. Departing Employee                       | Name of the employee permanently assigned to the identified position number that is being removed from the position number. This may be as a result of a termination or promotion.  |
| b. Replacing Employee                       | Name of the employee being permanently assigned to the identified position number. This may be as a result of a promotion or being newly hired. The assigned employee must meet the satisfactory completion of all requirements designated for the position.  |
| 1. Date Vacated                             | <p>The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.</p> <p>Positions filled by employees that are in a workers' compensation or family medical leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted per the Contract. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.</u></p> |
| 2. Date Filled                              | Positions are to be reported filled on the day following the completion of all requirements for the specific position based on contract requirements.   |
| 3. Date Pre-Service / Orientation Completed | <p>The date the replacing employee finishes pre-service training or orientation based on the requirements of the position.</p> <p><u>A copy of the pre-service training certificate must be attached to the Position Vacancy Report for newly hired employees.</u></p>  |
| 4. Date of Background Check Received        | <p>The date on the pre-employment criminal history inquiry or notification letter from the Department concerning the results of a criminal background check.</p> <p><u>A copy of the of either the pre-employment criminal history inquiry or the notification letter must be attached to the Position Vacancy Report.</u></p>  |

---

5. Date Pre-Employment Drug Test Received      The date of notification that a satisfactory pre-employment drug test was received.

---

6. Date of Hire      The date the employee is hired with the contractor.

---

7. Required Certification Completed      Positions requiring certification must be designated as to whether the appropriate certification has been completed by indicating YES or NO.

A copy of the certification must be attached to the Position Vacancy Report.

---

8. Date of TDCJ Approval for Upper Level Management      Upper level management positions require Department approval.

A copy of the TDCJ approval letter must be attached to the Position Vacancy Report.

---

9. Date OJT Completed      The date on the job training is completed. This may occur after the position is filled.

---

10. Number of Days Position Vacant      The calculation starts the day after the position has been vacated and ends on the day prior to the date filled.



### Weekly Offender Schedule

Offender Name: \_\_\_\_\_ TDCJ #: \_\_\_\_\_ Date Submitted by Offender: \_\_\_\_\_

| Case Mgr: |      | Date Schedule Rec'd: |                           | Supervising PO:                    |              |                    |                 |
|-----------|------|----------------------|---------------------------|------------------------------------|--------------|--------------------|-----------------|
| Weekday   | Date | Scheduled Times      | Destination Address/Phone | Location Verification Staff/Method | Actual Times | Offender Signature | Staff Signature |
| Monday    |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Tuesday   |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Wednesday |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Thursday  |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Friday    |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Saturday  |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |
| Sunday    |      | Out                  |                           |                                    | Departure    |                    |                 |
|           |      | In                   |                           |                                    | Return       |                    |                 |

Schedules are due in to your Case Manager the Wednesday prior to the week you want to travel (day prior if that Wednesday is a holiday). All requests must be approved by the supervising parole officer and Facility Case Management staff. **INCORRECT OR INCOMPLETE REQUESTS WILL BE AUTOMATICALLY DENIED.** Disciplinary may be issued for failure to comply with these guidelines. Schedule amendments will be made only in the event of an emergency and must still be approved by your supervising parole officer.

Approval Coordination

Assigned Case Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Supervising Parole Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Position Control Number (PCN) Listing

Facility Name: \_\_\_\_\_  
 Month & Year: \_\_\_\_\_

| PCN#   | POSITION TITLE | FTE        | EMPLOYEE NAME | HIRE DATE  |
|--|----------------|------------|---------------|------------|
| <b>DIRECT ADMINISTRATION STAFF - HALFWAY HOUSE</b> |                |            |               |            |
|  |                |            |               |            |
|  |                |            |               |            |
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|  |                |            |               |            |
|  |                |            |               |            |
| <b>TOTAL DIRECT ADMINISTRATION</b>                 |                | <b>0.0</b> | <b>0.0</b>    | <b>0.0</b> |
| <b>DIRECT MONITORING STAFF - HALFWAY HOUSE</b>     |                |            |               |            |
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|  |                |            |               |            |
|  |                |            |               |            |
| <b>TOTAL DIRECT MONITORING STAFF</b>               |                | <b>0.0</b> | <b>0.0</b>    | <b>0.0</b> |
| <b>GRAND TOTAL</b>                                 |                | <b>0.0</b> | <b>0.0</b>    | <b>0.0</b> |

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**

**K.1.1 Definition**

- A. "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 fifty-one percent (51%) 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 fifty-one percent (51%) 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.
- B. "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, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

**K.1.2 Representation**

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

**K.2 CHILD SUPPORT REPRESENTATION**

- A. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not ineligible to receive payments from State funds under a Contract to provide property, materials or services.



a preference will not be granted unless other documents included in the Offer show a right to the preference.

#### K.5.1 Source and Specification Preferences

- Products of persons with mental or physical disabilities.
- Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- Energy efficient products.
- Rubberized asphalt paving material.
- Recycled motor oil and lubricants.

#### K.5.2 Tie-Bid Preferences

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.\*
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.\*
- Agricultural products produced or grown in Texas.
- Agricultural products or services offered by Texas Bidders.\*
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.\*
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
- Texas Vegetation Native to the Region.
- USA produced supplies, materials, equipment or agricultural products.

#### K.5.3 Additional Preferences

- Products produced at facilities located on formerly contaminated property.
- Products and services from economically depressed or blighted areas.
- Vendors that meet or exceed air quality standards.
- Recycled or reused computer equipment of other manufacturers.
- Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this offer, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule 20.32 (68).

#### K.6 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

##### K.6.1 Organization and Qualification

If the Offeror operates as a corporation incorporated under the laws of any State outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults Under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance With Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Administrator, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

#### **K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
  - 1. Audited balance sheet;
  - 2. Statement of income; and
  - 3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

- A. The 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 the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly, made to any competitor or any other person engaged in such line of business.

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State agencies.

**K.6.12.2 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.

**K.6.12.3 Disclosure of Interested Parties**

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, 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.

**K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a State Agency.
- B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.16 Suspension, Debarment and Terrorism**

The Department 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 System for Award Management (SAM, <https://www.sam.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/>.

#### **K.6.17 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 Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal 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 Texas Government Code, Section 2261.053, 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.

#### **K.6.18 Deceptive Trade Practices; Unfair Business Practices**

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

### **K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

#### **K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

#### **K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its

properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

### **K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this Request for Proposals: (list names, titles and telephone numbers of the authorized negotiators).

John Forren, President & CFO, (619) 249-9816

Martin Rickler, Senior Vice President, (805) 701-5426

David Stanfield, Director of Operations, (512) 800-0627

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its payee identification number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: 47-2671578.

**K.10 POINT OF CONTACT**

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

Name: David Stanfield Title: Director of Operations

Phone Number: (512) 800-0627 Fax Number: (512) 247-2765

Street Address: 3404 B South FM 973

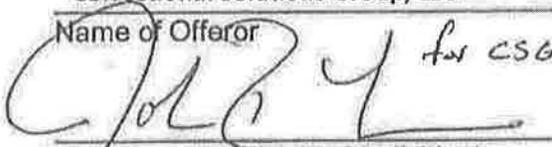
City: Del Valle State: Texas Zip Code: 78617

Email Address: david.stanfield@correctionalsolutionsgroup.com

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

|   |                       |
|---|-----------------------|
| <u>Correctional Solutions Group, LLC</u>  | <u>696-PD-15-P024</u> |
| Name of Offeror   | Solicitation No.      |
|  for CSG | <u>8-5-2015</u>       |
| Signature of Authorized Individual  | Date                  |
| <u>John Forren, President &amp; CEO</u>   |                       |
| Typed Name of Authorized Individual   |                       |

Note: The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.

## **APPENDIX**

Exhibit J.1, Program Budget Justification Forms, deleted, contains proprietary information.

## SOLICITATION, OFFER AND AWARD

|                 |                                       |   |                                 |
|-----------------|---------------------------------------|---|---------------------------------|
| 1. CONTRACT NO. | 2. SOLICITATION NO.<br>696-PD-15-P024 | 3. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFO)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 4. DATE ISSUED<br>July 10, 2015 |
|-----------------|---------------------------------------|---|---------------------------------|

### SOLICITATION

|  |  |
|--|--|
| 5. Sealed offers will be received by the Department until <b>3:00 p.m. local time on Friday, August 14, 2015</b> , and submitted to:<br><br>Texas Department of Criminal Justice<br>Contracts and Procurement Department<br>Client Services and Governmental Contracts Branch<br>Two Financial Plaza, Suite 525<br>Huntsville, Texas 77340<br><b>Attention: 696-PD-15-P024</b> | 6. <b>FOR INFORMATION CONTACT:</b><br><br>Jennifer Kimich CTPM<br>Contract Administrator<br><br>PHONE: (936) 437-7115<br>FAX: (325) 223-0310<br>E-MAIL: jennifer.gaineskimich@tdcj.texas.gov |
|--|--|

### OFFER (Must be fully completed by Offeror)

|   |                       |                       |   |                    |
|---|-----------------------|-----------------------|---|--------------------|
| 7. DISCOUNT FOR PROMPT PAYMENT:→  | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>%   | CALENDAR DAYS<br>% |
| 8. ACKNOWLEDGMENT OF AMENDMENTS:<br><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 (Type or Print) |                    |
| 11. TELEPHONE NO. (Include area code)   | 12. SIGNATURE         |                       | 13. OFFER DATE  |                    |

### TO BE COMPLETED AT TIME OF AWARD

|  |   |
|--|---|
| <b>Document Type: 9</b><br><b>Statutory Cite: Texas Government Code, Section 508.119(c)</b><br>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 the Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail. |   |
| The total funding for the Base Period of this Contract (January 1, 2016 through August 31, 2017) shall not exceed \$   |   |
| <b>Contractor</b><br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____   | <b>Texas Department of Criminal Justice</b><br><br>By: _____<br>Brad Livingston<br>Title: Executive Director<br>Date: _____ |

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**SECTION A - DEFINITIONS**

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

**Additional Services** means those additional services required to be furnished by the Contractor pursuant to changes in the Texas Department of Criminal Justice (TDCJ) and the Texas Board of Criminal Justice (TBCJ) policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the TDCJ, and which changes cause an increase in cost of operating and managing the Facility.

**Authorized Representative** means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Base Salary** means the minimum salary, in the salary range, on the effective date of this Contract or as in effect at the time of renewal or extension thereof.

**Bed Book Check** means receiving a verbal response and positively identifying the Offender.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Child Safety Zone** means as required by Texas Government Code, Section 508.187, the Texas Board of Pardons and Paroles has designated five hundred (500) feet as the distance that sex offenders must maintain from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades. Any area within five hundred (500) feet of these types of premises is considered a Child Safety Zone unless the Board of Pardons and Paroles modifies the distance requirements. In accordance with the Texas Code of Criminal Procedure, Article 42.12, Section 13D, the court may apply Child Safety Zone restrictions to additional Offenders if the nature of the offense warrants the establishment of a Child Safety Zone.

**Compliance Standards** means contract requirements that have specific and clearly defined recoupment strategies to ensure that TDCJ does not pay for services that are not received.

**Contract Monitor** means a TDCJ employee responsible for technical administration of this Contract as specified in Section G.2.3.

**Contract Term** means the duration of this Operations and Management Contract as specified in Section F.1.

**Contractor** means \_\_\_\_\_

**Contractor Per Diem Rate** means rate paid per Day for each Offender as per Section B.2.

**Court Orders** means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Days** means calendar days, unless otherwise specified.

**Department** means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policies** means all written policies, procedures, standards, guidelines, directives and manuals of the TBCJ, and the Department, applicable to the operation, management, or maintenance of Community Residential Facility.

**DSHS** means the Texas Department of State Health Services.

**Event of Default** means any of the events or circumstances described in Section I.3.1 with respect to the Contractor, or Section I.3.9 with respect to the Department.

**Facility Capacity** means the maximum number of Offenders authorized by contract to be housed at the Facility.

**Facility Generated Income** means all income generated at the Facility. Sources include, but are not limited to, commissaries, telephones, laundry and vending machines and aluminum can sales.

**Filled Date** means the first date on the job following the completion of all required pre-service, receipt of appropriate certification/license and a satisfactory criminal background clearance.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Free Exercise of Religion** means an act or refusal to act that is substantially motivated by sincere religious beliefs in which the Contractor cannot substantially burden.

**Housing Search Groups** means a Contractor staff facilitated discussion group for eligible Offenders in need of housing options for home plan investigation.

**Hygiene Items** means items that include, but are not limited to, soap, deodorant, toothbrush, toothpaste, razor, shaving cream, shampoo, comb, and sanitary napkins and/or tampons (for female Offenders).

**Income** means money received by an Offender to include money earned from employment, Veterans Administration benefits, SSI, unemployment compensation, etc. (Does not include tax refunds, gate money, gifts or court judgments.)

**Indigent Offenders** means Offenders who have no more than \$5.00 that are assigned to the Facility.

**Monthly Contractor Payment** means the mathematical product of the Contractor's per diem rate times the number of Days each Offender occupies the Facility during the billing month according to the daily Midnight Strength Report minus any assessments and/or sanctions collected from Offenders plus any mileage reimbursement owed the Contractor.

**NCIC** means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a person assigned by the Department to reside at the Facility.

**Operational Plan** means policies, plans, standards, and procedures for operation of the Facility provided to the Department and approved as required by Section C.5, as such Operational Plan may be modified from time to time by the mutual agreement of the Department and the Contractor.

**Payment or Payments** means amount(s) agreed to be paid by the Department to the Contractor for services provided according to this Contract.

**PD** means the Texas Department of Criminal Justice's Personnel Directives.

**Position Vacancy** means a position in which there is no qualified, fully trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position or facility or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML) and Worker's Compensation and no other qualified, trained person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in the Department's Personnel Directives PD-17, PD-27, and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Worker's Compensation. A position also becomes partially vacant when the Contractor places a part-time incumbent in a full time position. Positions requiring certifications, licensure or registrations are considered vacant if the person in that position does not possess the appropriate certification, license or registration.

**PREA** means Prison Rape Elimination Act.

**Program Budget** means the budget that reflects all resources necessary to perform contracted activities per Exhibit J.1.

**Quarter** means the time period that relates to the Department's Fiscal Year, with quarters beginning September 1, December 1, March 1 and June 1, unless specifically noted otherwise.

**Resident Monitor** means a person whose job duties are dedicated to monitoring Offenders and shall not have job duties that prevent ongoing and consistent Offender supervision.

**Service Commencement Date** means the date on which the Contractor shall begin providing services at the Facility pursuant to this Contract. For the purposes of this Contract, this is January 1, 2016.

**State-Owned Equipment** means all machinery, equipment, furniture and other items of tangible personal property that are purchased with Facility Generated Income or with the proceeds of bonds issued by the Financing Corporation in connection with the financing of the Facility or provided by General Revenue Appropriations to the Department, as shown on the inventory maintained by TDCJ-Private Facility Contract Monitoring Oversight Division, including all items purchased to replace such machinery, equipment and other items of tangible personal property.

**Status Team Meeting** means a meeting between the Department Parole Officer, the Contractor Case Manager and the Offender to determine current status of Offender employment or housing and intended plan of action.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PD** means the Texas Department of Criminal Justice-Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PFCMOD** means the Texas Department of Criminal Justice-Private Facility Contract Monitoring Oversight Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Upper Level Management Personnel** means those top three Facility-assigned individuals who are responsible for the administration of the services provided under this Contract.

**Working Day** means Monday through Friday unless a nationally recognized holiday.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies, and services as specifically identified within the Contract and otherwise do all things necessary for, or incidental to, the location, operation and management of a Community Residential Facility (CRF) with associated programs for the housing, training, education, rehabilitation, and reformation of Offenders released to parole and mandatory supervision.

The Department is interested in contracting for approximately one hundred twenty five (125) CRF beds with a required minimum of fifty (50) beds to submit a proposal. The Department has designated San Antonio and South Texas as preferred locations, but is willing to consider other locations within the state of Texas. The Contract period will consist of a one (1) year and eight (8) months Base Period, subject to appropriations with two (2), two (2) year Option Periods to extend services for a potential contract period of five (5) years and eight (8) months.

**B.1.2 Pricing Instructions**

The Department anticipates award of a firm fixed-price contract for these services.

The Pricing Schedule in Section B.2 shall be completed and should incorporate the rates established in the Program Budget Justification Forms that are included in Exhibit J.1.

In its pricing proposal, the Contractor shall include all cost (direct, indirect or profit, etc.) of providing the service required in Section C. The Contractor shall present a detailed budget for the operation, including a discussion of how Payments would be made, subcontracting plans, indirect cost and all other cost areas. The proposal shall provide cost for providing services, although it is specifically understood that actual prices will be finally determined as part of the negotiating process in developing the final operating contract. It is further understood that the decision with whom to negotiate a final operating contract will not be made solely on the basis of cost. However, cost will be a prime consideration, especially due to funding limitations, in the final decision to issue a contract. The proposed price must be included in the cost summary information and will be considered in the final decision. A detailed budget shall be included that indicates specific cost involved to perform each function included in Section C. Operating Cost should be detailed for each contract period (Base Period plus Option Period One and Option Period Two. The operating cost for each period discussed must be provide using the Program Budget Justification Forms in Exhibit J.1, also a detailed budget narrative shall be provided.

**B.2 PRICING SCHEDULE**

Location (address, city, county): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Base Period (01/01/2016 – 08/31/2017)**

| Program  | Number of Beds      | Daily Per Diem |
|--|---------------------|----------------|
| Community Residential Facility<br>Residential Beds | _____ (male/female) | \$ _____       |

**OPTION PERIOD ONE (09/01/2017 – 08/31/2019)**

| Program  | Number of Beds      | Daily Per Diem |
|--|---------------------|----------------|
| Community Residential Facility<br>Residential Beds | _____ (male/female) | \$ _____       |

**OPTION PERIOD TWO (09/01/2019 – 08/31/2021)**

| Program  | Number of Beds      | Daily Per Diem |
|--|---------------------|----------------|
| Community Residential Facility<br>Residential Beds | _____ (male/female) | \$ _____       |

**B.3 ALLOWABLE COSTS**

The proposed budget shall include only costs that are reasonable, necessary and allowable under State Statutes, Department Policy and Federal Cost Standards (OMB Circular A-102 Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreement with State and Local Governments; 2 CFR Part 215 and 220 Cost Principals for Educational Institutions; 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments; 2 CFR Part 230 Cost Principles for Non-Profit Organizations; and 48 CFR, Part 31, Subpart 31.2, Contracts with Commercial Organizations). The Department shall make the final decision on the allowance or acceptability of a cost.

**B.4 NON-ALLOWABLE COSTS**

The proposed budget shall not include costs that are not allowed by State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

Pursuant to Texas Government Code Sections 508.118 and 508.119 and Texas Code of Criminal Procedure, Article 42.12, Section 14, the Texas Department of Criminal Justice hereinafter referred to as the Department, requires the operation and management in the state of Texas of a Community Residential Facility (CRF) with associated programs for the housing, training, education, rehabilitation, and reformation of persons released to parole and mandatory supervision.

**C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS**

- A. The Contractor shall provide services to the Department that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse Offenders); Environmental Protection Agency (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding offender identifying information) and Title 37, Chapter 195, Rule 41; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapter 508, 509, 783, 2254, 2259, and 2260; Local Government Code, Chapter 244; and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the Department and the Texas Board of Criminal Justice regarding the operations of CRF facilities.
- B. The Contractor shall not deviate in any material respect from applicable Department Policies in the provision of services without the prior written approval of the Department, which approval shall not be unreasonably withheld by the Department. The Contractor's written request for deviations from said policies shall originate from the Authorized Representative of the Contractor and shall be forwarded to the TDCJ – Private Facilities Contract Monitoring/Oversight Division (PFCMOD). The Contractor's written requests for deviation shall contain language which details the specific deviation with reference to the policy number, section, paragraph, etc., as well as the justification for such deviation. Unless a deviation from the Contractor is specifically requested and approved in writing by the Department, the Contractor shall comply with Department Policy. A Contract award shall not imply approval of a policy/procedure approval deviation. Any deviations previously granted by the Department under a separate or previous contract do not apply to this contract. The TDCJ-PFCMOD must approve any revisions to the Contractor's Operational Plan.
- C. When differences between applicable standards exist, the higher standard, as defined by the Department, will prevail. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's Facility operations and management.

- D. The Contractor, in its operation of the Facility, shall comply with Department Policies but shall be free to establish procedures such that services attain the goals established by such Department Policies. All procedures must be approved by TDCJ-PFCMOD.

### **C.3 SPECIFIC DUTIES AND OBLIGATIONS**

#### **C.3.1 Training**

- A. The Contractor shall provide all employees with a new employee orientation program after being hired and prior to regular assignment. This program shall be based on a curriculum approved by the Department, shall consist of a minimum of sixteen (16) hours, and shall include:
1. Multiple Needs Offenders, to include the oversight and monitoring of mentally impaired, developmentally disabled and Sex Offenders - minimum three (3) hours;
  2. HIV/AIDS education;
  3. Self-Administration of medication training - minimum four (4) hours for those employees responsible for medication; and
  4. Offender Behavioral Management.
- B. The Contractor shall provide, at its own expense, annual in-service training to staff and shall provide a copy of its training curriculum in its Operational Plan for the Department approval. All staff are required to complete an annual twenty (20) hour in-service training program approved by the Department, which shall include updates on the topics noted in this section (C.3.1.A)
- C. The Contractor shall submit for written Department approval no later than August 1 of the current Fiscal Year an annual training schedule listing all training for the upcoming year. Approval shall be obtained prior to implementation. The schedule shall include the following information:
1. Proposed date(s) of training.
  2. Duration of training.
  3. Topic(s) of training.
  4. A brief synopsis of each topic.
  5. Staff positions to be trained.
- The Department shall approve, in writing, any changes made to the approved annual training schedule. Requests to modify the schedule shall be submitted in writing to the Department at least ten (10) Days prior to the affected training and must cite the reason(s) for the modification.
- D. All training hours an employee receives shall be documented in the employee's personnel file and/or personnel training records, to include course topic, number of hours and date

completed. Training documentation shall include an authorized signature validating such training. The Contractor shall maintain accurate, complete current and orderly training records on location on each employee.

### C.3.2 Staffing

- A. The Contractor shall have qualified and trained paid employees on the Facility premises to provide twenty-four (24) hour supervision, seven (7) Days a week and shall have a sufficient number of employees who are awake, fully dressed and present to meet all contractual requirements as well as to ensure Facility control, security, and Offender safety.
1. Between the hours of 10:00 p.m. and 6:00 a.m., the total Resident Monitor-to-Offender ratio shall be at least one to one hundred (1:100). At all other times, resident monitoring staff-to-Offender ratio shall be at least one to sixty (1:60).
  2. Any deviations to the above ratios must receive written approval by the Department prior to implementation.
- B. A criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents, and volunteer workers who work on a routine basis at the Facility) within thirty (30) Days prior to being assigned by the Contractor to the Facility.
1. The results of the criminal background checks must be acceptable to the Department and shall be maintained on file at the Facility. Applicants with a misdemeanor or felony conviction shall meet the eligibility requirements of PD-75 and obtain the Department's approval prior to their having contact with Department Offenders. The Contractor shall be responsible for any additional fee charged by the Department of Public Safety (DPS) to the Department for these criminal background checks. The Contractor shall be responsible for any additional charges by the DPS to the Department for any resubmission requests due to unreadable fingerprints.
  2. In addition to background investigation reports, the Contractor shall maintain in each personnel file, a copy of the Department's TCIC/NCIC Pre-Employment Inquiry Results Letter, the criminal background investigation report, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug Free Workplace) that is acceptable to the Department.
  3. The Contractor is responsible for the conduct and behavior of all persons working on the Facility (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure the Department Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders) are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department. The Contractor shall immediately notify the Department in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of policies related to Facility security. At the end of each month, the Contractor shall provide to the Department a listing of all employees terminated or not hired during the previous thirty (30) Days.
  4. The Contractor shall immediately notify the Department in writing of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall

not be permitted to return to duty until authorized in writing by the Department. A copy of such written authorization shall be maintained in the employee's personnel file.

5. The Contractor shall comply with Department Policies, PD-04, Consultant/Contract Employee Information Confidentiality and PD-26, Nepotism.
  6. The Contractor shall implement an employee random drug testing program that meets the minimum requirements of PD-17. The drug testing program policy and procedures shall be approved by the Department prior to implementation.
- C. The Contractor shall not employ an Offender without the consent and written approval of the Department. The Contractor may in some circumstances employ Offenders in a temporary capacity to perform tasks related to the Facility with the Department's approval.
- D. Employment of ex-offenders shall be in compliance with PD-75. New employees/applicants with a criminal conviction(s) shall meet the eligibility requirements of PD-75. Applicants with criminal convictions who meet eligibility requirements of PD-75 shall require the written approval for employment from the Department.
- E. All prospective Contractors' employees who currently or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their TDCJ re-hire status. The TDCJ-PFCMOD will determine employment eligibility for any prospective employee requiring the Department's approval prior to being rehired. Job applicants must authorize the Contractor to release to the Department or a Department contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the Department or another contractor. Such releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder.
- F. The Contractor may utilize part-time workers; however, the Contractor must provide the TDCJ-PFCMOD with its policy for use of these workers. All part-time workers shall be fully trained pursuant to the Department's training requirements, prior to being assigned to a position. Part-time staff can temporarily perform the duties of but cannot fill, a full-time position identified in the staffing plan.
- G. It is understood and agreed that from time to time a Position Vacancy, as defined in the definitions, may occur in staff positions required by the staffing plan. A Position Vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two weeks in duration. When the Contractor transfers any employee not in temporary leave status, from one (1) position to another position, notification of this transfer must be made to the Department by so indicating on the monthly Position Vacancy reports. It is the policy of the Department that the Contractor will ensure that any vacancies in the approved staffing plan be filled by a qualified employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) Days of the Position Vacancy occurring.
1. If a position remains vacant for more than sixty (60) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average

Daily Salary as defined in Exhibit J.3, Attachment A, is vacant, starting on the sixty-first (61<sup>st</sup>) Day from the position being vacant.

2. If it is determined by the Department monitoring staff that a service has not been provided while the official incumbent of a position is off the payroll due to Family Medical Leave (FML) status, Worker's Compensation status or Military Leave status, then the salary for that position will be deducted for the time period for which the service was not provided. A position will be considered vacant, regardless of whether the service is being provided, when:
  - a. An incumbent of a position remains on FML or Worker's Compensation status in excess of twelve (12) weeks; or
  - b. An incumbent of a position on Military Leave status exhausts all paid leave and is placed in a leave without pay status or separated from employment.
3. The Department will allow staffing credits for Resident Monitor Staff, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to the staffing credits:
  - a. Accrued overtime for these positions shall be reported and credited for a calendar month; and
  - b. Unused credit cannot be carried from one month to the next.
4. The Contractor shall submit by the fifth (5<sup>th</sup>) of each month to the Department a Position Vacancy Report, Exhibit J.11, a Position Control Number List, Exhibit J.14 and the Resident Monitor Overtime Report.
- H. The Contractor shall have an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- I. The temporary reassignment of staff to other locations or contracts operated by the Contractor shall be subject to the following provisions:
  1. Temporary reassignment of staff for any reason shall have prior written approval from the Department before reassignment.
  2. If the temporary reassignment benefits the Department, a waiver from the vacancy deduction may be requested. Waivers may be granted on a case by case basis, but will only be granted for up to sixty (60) Days. On the sixty-first (61<sup>st</sup>) Day, the Monthly Contractor Payment shall be reduced by an Average Daily Salary as defined in Exhibit J.3, Attachment A, for each Day the position remains vacant.
  3. The Contractor shall provide the Department with a written description as to how the incumbent's duties will be performed during the period of the temporary reassignment.
- J. All Upper Level Management absences in excess of seventy-two (72) hours shall be reported in writing to the TDCJ-PFCMOD before the ninety-sixth (96<sup>th</sup>) hour of the absence.

**C.3.3 Risk Management**

- A. The Contractor shall operate and maintain the Facility in compliance with all applicable federal, state and local safety and fire codes. Department policy statements and Americans with Disability Act Standards. The Contractor shall establish a risk management program and written procedures that shall include, but not be limited to, occupational safety and health, environmental maintenance and emergency management.
- B. The Contractor shall maintain the physical Facility in compliance with all applicable codes, including, but not limited to, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association (NFPA) 101 (Life Safety Code), and local zoning ordinances.

The Contractor shall provide to the TDCJ-PFCMOD written documentation of compliance with these codes at the beginning of every state Fiscal Year, which shall consist of certificates from local health departments, fire marshal's offices and building inspector's offices. These certificates shall be forwarded by the Contractor to the TDCJ-PFCMOD. In addition, evidence of compliance shall be submitted to the TDCJ-PFCMOD upon receipt from the inspecting agency. When differences between applicable standards exist, the higher standard shall be followed.

- C. The Contractor shall establish an emergency fire plan and written procedures for the safe evacuation of Offenders and staff. Each new Offender shall be briefed on evacuation procedures during orientation.
- D. Written emergency fire exit plans shall be posted in all sleeping rooms, major meeting rooms, dining rooms and hallways.
- E. Monthly fire drills requiring evacuation shall take place with written documentation to include the time, date, amount of time to evacuate the building(s), and the number of Offenders evacuated. Each shift shall conduct a fire drill at least once per Quarter. Any problem areas identified during the drill shall also be noted on the report. This report shall be signed by the Contractor's employee(s) conducting the drill and provided to the TDCJ-PFCMOD the next Working Day.
- F. The Contractor shall report, verbally, followed by e-mail notification, serious and/or unusual incidents to the TDCJ-PFCMOD immediately upon learning of the event.
- G. The Contractor shall complete injury and other types of reports in the format and within time frames established by the Department. For injuries requiring attention beyond first aid reports shall be completed by the next Working Day. In the event of a serious or unusual injury, the reporting would fall under Section C.3.3.F.

**C.3.4 Sanitation**

The Contractor shall operate the Facility in accordance with the sanitation plan described in the Operational Plan.

**C.3.5 Facility Requirements**

- A. Recommendation is that the Facility not be located in a Child Safety Zone.

- B. The Facility site shall comply with all local, city and county ordinances. The Contractor shall be required to provide written documentation in regard to community acceptance and public hearing for Facility site in accordance with Texas Government Code Section 509.010 and Local Government Code, Chapter 244. The Facility site shall be accessible to adequate community resources.
- C. The Facility shall be subject to the placement, by the Department, of approved Offenders to include sex offenders and 3g Offenders, reference Texas Code of Criminal Procedure Article 42.12, Section 3g. The Contractor shall be required to submit written certification that site is or is not within a Child Safety Zone (Exhibit J.4).
- D. The Facility size shall meet the needs of the program and comfortably accommodate the number of Offenders it serves. The Facility shall be kept clean and in good repair.
- E. Provisions shall be made for Offender sleeping space, Offender lounge areas, rooms for group and individual counseling of Offenders and office space for use by the Department representatives while at the Facility.
- F. The number of square feet per Offender shall be in accordance with local building codes and shall be at least forty (40) square feet per Offender in sleeping areas. If bunk beds are utilized at least sixty (60) square feet per bed shall be required. Bathrooms, closets and hall space shall not be included in the square foot requirements for sleeping areas.
- G. The Contractor shall furnish the Facility with the appropriate furniture for the number of Offenders contracted for placement in the Facility. At a minimum, the Offender shall be provided proper bedding and storage space for clothing and personal articles. Each Offender shall have access to an individual locked storage area or drawer for private articles, which keys and/or combinations shall also be provided to both the Offender and the Facility Director. The storage space shall accommodate hanging and folded clothing
- H. There shall be at least one (1) toilet (all of which must have seats), for every ten (10) Offenders of the Facility. There shall be at least one (1) wash basin for every eight (8) Offenders of the Facility. There shall be at least one (1) shower or bathtub for every fifteen (15) Offenders of the Facility. The stated ratios shall be determined, based on the total Facility Capacity, regardless of the number of actual residents. All of the bathroom facilities shall be maintained and in good operating condition.
- I. Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathrooms, bedrooms, dining rooms and activity rooms.
- J. Separate activity rooms shall be large enough to accommodate all Offenders in the Facility for the purpose of meetings and recreational activities, such as TV, radio, library, table games, game room, etc.; weight room (if provided) shall be separate to allow non-interference of activities. Seating shall be available for all Offenders who wish to participate in activities. Smaller rooms shall be allowed to accommodate fewer people as long as all Offenders have an equal opportunity to attend meetings or recreational activities.
- K. A recreational area for activities such as basketball, volleyball, etc. shall be provided.
- L. Extension cords shall not be used as a substitute for fixed wiring.

- M. The Contractor shall provide, at its own expense, a separately keyed private and secure office in the Administrative Area for the Facility Parole Officer(s) at the ratio of one to sixty-two (1:62) for Parole Officer to Offenders, as well as for a Contract Monitor, that meets the Department's Office of Space Management requirements (one hundred (100) square feet per Parole Officer/Monitor).
- N. The Contractor shall facilitate a work source resource space on the Facility to recruit and interview Offenders.
- O. The Facility shall be well lit, have a perimeter fence and have a single point of ingress and egress from the Facility.

### **C.3.6 Maintenance, Remodeling, Damages and Condemnation**

- A. The Contractor shall, at its own expense, maintain the physical structure of the Facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and shall in so doing maintain, preserve, and keep the Facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. The Contractor shall meet all standards applicable to sanitation and shall operate the Facility in accordance with both the Contractor and Department Policies and procedures.
- B. Promptly after occurrence of any damage or loss to the Facility that materially affects the continued operation of the Facility; the Contractor shall notify the Department of such loss or damage. If the Contractor determines that such rebuilding, repairing or restoring is practicable and desirable, and the Contractor proceeds to cause such rebuilding, repairing, or restoring, the Contractor and the Department shall jointly determine whether to continue the Contract. If the Contractor determines not to rebuild, repair, or restore the Facility or if the Contractor or the Department determine not to continue this Contract in accordance with this paragraph, then the Contractor may terminate this Contract upon thirty (30) Days written notice by certified mail to the Department in accordance with Section I.3.7.

### **C.3.7 Intake Requirements**

- A. The Contractor shall have written policies and procedures regarding intake for Offenders.
- B. The Contractor shall photograph each Offender during intake, and maintain the photograph in the Offender's file. Photos shall be updated every six (6) months or at anytime the Offender has an appearance change.
- C. Intake fees/deposits are strictly prohibited.
- D. Official placement by TDCJ-PD for all Offenders is required for Payment of services. In the event the Contractor accepts Offenders without appropriate TDCJ-PD authorization, the Contractor is at risk for not receiving Payment for said services.
- E. The Contractor shall provide referrals to voluntary, anonymous and affordable counseling and testing services concerning HIV infection at the time of intake and at any other time requested by the Offender.

F. Intake must be completed within twenty-four (24) hours of arrival at the Facility.

### C.3.8 Program Description

The Contractor shall provide programming which, at a minimum, shall consist of, but not be limited to the following:

#### A. Admission Process

1. Offender shall receive an explanation of admission forms and, upon signature, will receive copies of such.
2. Offender shall be entered into the Contractor's automated case management system.

#### B. Orientation

1. New Offender orientation shall occur within twenty-four (24) hours of the Offender's admission to the Facility.
2. Orientation shall include but not be limited to an overview of the following:
  - a. An overview of Program Services (Cognitive Behavior to include – employment, budget planning, cognitive based substance abuse education, personal care, AA/NA);
  - b. Spanish interpreter service procedures;
  - c. House duties and assignments;
  - d. Access to medical/dental/mental health services;
  - e. Religious services;
  - f. Visitation rules and regulations;
  - g. Recreation;
  - h. Offender handbook (rules, regulations, etc.);
  - i. Offender rights and the grievance process;
  - j. Life safety and safety regulations;
  - k. Passes and furloughs; and
  - l. HIV Education.
3. Each Offender shall receive an Offender handbook during orientation and shall sign a receipt acknowledging such receipt of acknowledgement shall be kept in the Offender files.

## C. Programming

1. Ensure the Offender obtains or applies for a DPS identification card or drivers license, Social Security replacement card, local clinic card (if required in county of residence), and any other document that will help the Offender transition into the community.
2. Employment Placement and Assistance
  - a. The Contractor shall meet with the Offender within five (5) Working Days of admission to develop an employment plan based on skill levels, strengths, weaknesses, interests, etc.
  - b. The Contractor shall provide the Offender with a blank schedule of at least five (5) potential job searches/appointments/interviews with potential employers per week. The schedule shall include, as a minimum, the company's name, address, telephone number, contact person and title, date and time of interview/contact, and appropriate space for signature of the company's contact person. Use of an electronic job search is acceptable and documentation returned to the Contractor upon completion of the electronic submission/contact may be substituted for the signature of the company's contact person.
  - c. Duplication of potential employer job searches within a thirty (30) Day period shall not be counted toward the required number of job searches per week.
  - d. The Contractor shall ensure all plans are returned with the company contact person's signature and/or documentation of online electronic application submission to determine whether the Offender applied, was interviewed or hired and shall maintain a copy of all weekly plans in the Offender's file.
  - e. In the event the Offender fails to complete five (5) job searches/appointments/interviews per week, the Contractor shall be responsible for notifying the Offender's parole officer weekly, in writing. Written notification may be provided via fax or email and shall include the Offender's name, TDCJ number, and the number of weeks the Offender has failed to complete the required job searching. Documentation of notification shall be maintained in the Offender's file.
  - f. The requirement of five (5) job searches per week applies to all unemployed Offenders and Offenders who are working less than twenty (20) hours per week unless an exemption or reduction in the requirement is approved by the Regional Director or designee.
  - g. Offenders working more than twenty (20) but less than forty (40) hours per week are required to complete three (3) job searches per week unless an exemption or reduction in the requirement is approved by the Regional Director or designee.
  - h. The Facility Administrator will utilize the HWH-11, Request for Exemption, Reduction, Withdrawal form, Exhibit J.10, to request a modification to the Offender's requirement for job searches or to document temporary conditions (weather, illness, etc.) that prevent an Offender from working or completing the required number of job searches per week. The form with the Regional Director's

or designee's signature of approval shall be maintained in the Offender file for contract monitoring purposes.

- i. This section does not apply to Offenders who have a verifiable physical or mental condition that precludes them from gaining employment. A medical statement signed by the medical provider or documentation that the Offender is receiving SSI disability payments must be maintained in the file.
3. Offenders with identified needs shall be referred to or assisted with the following Advocacy Services:
    - a. Medical services;
    - b. Psychological, mental health, sexual abuse, substance abuse services;
    - c. Family reintegration and services;
    - d. HIV/AIDS education; and
    - e. Any other identified needs.
  4. The Contractor shall maintain posting for alternative housing and Offender friendly employer listings to be updated monthly.

### **C.3.9 Offender Participation in Programs**

- A. The Contractor shall develop a Cognitive Behavior Program for residential Offenders to participate in during their assignment to the Facility. Each participating Offender will be provided the opportunity to receive two (2) hours per week of a cognitive based program that will include, but is not limited to, the following components:
  1. Employment Services - To include completing employment applications, interviewing skills, dressing for success, and interactive experience.
  2. Budget Planning – To include on-going realistic personal budget planning, implementation, evaluation, and adjustment as individual circumstance arises.
  3. Cognitive Based Substance Abuse Education – To include chemical dependency education, relapse warning signs and triggers, disease model, defense mechanisms, destructive coping and thinking errors.
  4. Personal Care – To include infectious diseases, personal hygiene, health and nutrition.
- B. AA/NA shall be provided at a minimum of five (5) days a week and may include the Winners Circle Program.
- C. The Contractor shall develop a Cognitive Behavior Based Program curriculum for each program to be offered to the Offender population. The curriculum shall be submitted to the Department for approval prior to implementation. The curriculum shall include the amount of time/hours required to complete each topic. Offenders may volunteer to participate or shall be placed in appropriate programming as directed by the Department. The Cognitive Behavior

programming schedule shall be flexible and shall accommodate Offender's approved schedule.

- D. The Contractor shall forward copies of the HWH-13 Cognitive Behavior Participation Rosters, Exhibit J.9 to the assigned Parole Office on a weekly basis.
- E. The Offender participation in any program offered by the Contractor and required by the Department shall not be contingent upon the Offender applying for or qualifying for financial assistance in the form of grants, such as Pell grants, or loans.
- F. Drug Testing – The Contractor, utilizing the Facility population report, shall test one hundred (100%) of the Facility population that resides at the Facility for at least ten (10) Working Days at any time during the Quarter. The Contractor shall ensure a non-established pattern of testing. The Quarterly Urinalysis Report, Exhibit J.12 shall be submitted to the Contract Monitor no later than the fifth (5<sup>th</sup>) Day after the completion of a Quarter.

### C.3.10 Offender Records

- A. All original HWH-13 Cognitive Behavior Participation Rosters shall be kept in a binder in chronological order for review by the Department staff.
- B. Appropriate safeguards shall be established by the Contractor to protect the confidentiality of Offender records and minimize the possibility of theft, loss, or destruction, recognizing that any and all records provided to the Facility or any Facility employee by the Department are deemed confidential and privileged information pursuant to Texas Government Code Section 508.313 and 42 CFR Part 2.
- C. All records shall be locked in a file cabinet accessible only to the Contractor and/or the Department representatives.
- D. Individual case files for each Offender shall be maintained on a current basis and for a period consistent with the Department's Record Retention Schedule. Should an Event of Default or termination occur, the Department will secure and maintain custody of the Offender files.
- E. Each Offender file shall include the following information:
  - 1. Identification data, to include photograph;
  - 2. Parole plans (if applicable);
  - 3. Case history;
  - 4. Appropriate mental and physical information;
  - 5. Intake forms;
  - 6. Referrals for services to other agencies and follow-up information on referrals, if applicable;
  - 7. Correspondence regarding the case;

8. Signed release of information form to specific agencies, if applicable;
  9. Current employment data and past employment history, to include:
    - a. Place of employment;
    - b. Date of employment;
    - c. Job title and rate of pay;
    - d. Record of Offender earnings;
    - e. An ongoing record of employment, verification by the Contractor on a weekly basis and copies of paychecks or paycheck stubs since arrival, if applicable.
    - f. Verification by the Contractor on a weekly basis;
    - g. Records of deductions from earnings for such purposes as taxes, savings, and residential contributions;
  10. Employment schedules;
  11. Copies of all disciplinary reports; and
  12. All approved HWH-11, Request for Exemption, Reduction, Withdrawal forms, Exhibit J.10.
- F. Offender's adjustment and programming activity and attendance shall be reviewed and documented monthly. Files and photocopies shall be made available to the Department upon request.

### **C.3.11 Health Services**

- A. The Contractor shall provide HIV-related services in accordance with Texas Health and Safety Code Sections 85.112, 85.113 and 85.114.
1. The Contractor shall develop workplace guidelines that address HIV policies, confidentiality, and employee/Offender education programs. The guidelines shall, at a minimum, incorporate the model workplace guidelines developed by the DSHS, or mirror the guidelines adopted by the Department. The Contractor shall maintain the written policies and guidelines at the Facility site.
  2. The Contractor shall develop confidentiality guidelines regarding AIDS and HIV medical information for employees and Offenders. The policies shall be consistent with guidelines published by the DSHS and with state and federal laws and regulations.
  3. Educational programs regarding HIV/AIDS shall be provided to all employees and Offenders on a routine basis. These programs shall be based on the model educational program created by the DSHS. The education programs developed by the Contractor shall be tailored to meet the needs of all employees and Offenders including the use of Braille or telecommunications devices for the deaf. The HIV education and prevention

- programs shall be tailored to address the needs of persons with physical or mental disabilities.
4. The Contractor shall provide the Department with copies of the above stated policies/programs prior to the award date of this Contract.
  5. The Contractor shall develop and maintain written documentation in each Offender and employee file of HIV/AIDS education/training completion.
  6. The Contractor shall provide referrals to voluntary, anonymous and affordable counseling and testing services concerning HIV infection.
- B. The Contractor shall have Department approved written policies and procedures for providing health care to Offenders, that at a minimum, address:
1. Health care services available to Offenders;
  2. Health care professionals (local physicians, dentists, hospitals, service agencies, etc.) available to Offenders; and
  3. Offender health care requests and cost for such request,
- C. State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to Offenders. These requirements shall be in accordance with the Contractor's established policy.
- D. The Contractor shall provide each shift with at least one (1) employee certified in both standard first aid procedures and cardiopulmonary resuscitation (CPR).
- E. The Contractor shall have written documentation of emergency medical plans that are communicated to all Facility employees and Offenders.
- F. The Contractor shall maintain sufficient first aid supplies and equipment to adequately support the overall medical treatment requirements of the assigned Facility Offender population at all times.
- G. Medical first aid supplies and equipment shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority who possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.
- H. The Contractor shall implement an inventory management system to ensure that first aid equipment and supplies are adequately replaced and replenished in accordance with the Contractor's established policy.
- I. The Contractor shall have and implement written policies that set forth required procedural guidelines to be followed in the administration and management of all Offender medication.
1. Policy guidelines shall govern the standards for storage, security, monitoring, dispensing, self-administration and maintaining administrative control and accountability of all

medication. Guidelines are to include training requirements for those employees responsible/authorized to monitor medications.

2. Administrative control and accountability procedures shall require a written record providing the name of the Offender, count at time medication is received, date, time, name and dosage of medication, together with the name and signature of the Contractor's employee witnessing the self-administration of medication.
  3. All prescribed medication that would show up on a drug screen (UA) shall be monitored and recorded only by an employee of the Contractor who is authorized to monitor medication and to record the administration of medication.
  4. The Contractor shall obtain the Department approval prior to implementation of any "keep on person" medication policy.
- J. All medication, except as approved in Section C.3.11.1.4, shall be secured in a suitable locked container and the Contractor shall audit control records on a monthly basis.
- K. Offenders shall be provided their medication upon release. In the event an Offender is released from the Facility without his/her medication, the medication shall be disposed of in accordance with State standards. The disposition of the medication shall be witnessed and documented on the Offender's medical log sheet.
- L. The Contractor shall have written policies and procedures for the prompt notification of the Offender's next of kin in case of serious illness, surgery, injury or death. The Contractor shall comply with the Department's policy regarding death of an Offender, to include immediate notification of an Offender's death to the Department.
- M. The Contractor shall not use Offenders for medical, pharmaceutical or cosmetic experiments.
- N. The Contractor shall notify the Department's local supervising officer and Contract Monitor within twenty-four (24) hours of an Offender's hospital admission.

### **C.3.12 Community Relationships**

The Contractor shall develop and maintain positive relationships with the community, to include neighborhood associations, civic leaders, local law enforcement, and other individuals or groups interested in or affected by the operation of the Facility.

### **C.3.13 Security**

- A. The Contractor shall develop, implement and document a daily system for physically counting all Offenders assigned to the Facility to assure real time accounting of Offenders, to include those who are working; going to school; on approved pass; and/or participating in community service work. Count procedures shall require multiple Offender counts within a twenty-four (24) hour period and shall include, at a minimum one (1) random Bed Book Check between the hours of 10:00 p.m. and 6:00 a.m.
- B. The Contractor shall adequately secure the Facility (to include buildings, keys and tools) and provide other security equipment to include CCTV cameras, door alarms and metal detectors

as well as any other security measures deemed appropriate by the Department to maintain control of Offenders residing at the Facility.

- C. The Contractor shall develop and implement a Department approved policy for a search of the Facility and grounds at six (6) month intervals, or as directed by the Department.

#### **C.3.14 Offender Monitoring of Community Residential Facility Offenders**

- A. The Contractor shall establish written policies and procedures regarding egress and ingress to the Facility and shall provide copies of these procedures to Offenders upon intake.
- B. All Offenders allowed to leave the Facility must have written approval of both the Facility and the Department.
- C. Offenders shall be allowed to leave the Facility on a pass approved by the Department only when going to or from:
  - 1. Approved job interviews;
  - 2. Approved job searches;
  - 3. Approved employment;
  - 4. Approved visits with family members;
  - 5. Approved attendance of church or religious services;
  - 6. Approved attendance of recreational functions;
  - 7. Approved educational classes;
  - 8. Approved requests to conduct business with social service agencies, family matters, legal matters, i.e., court appearances and any other legitimate circumstance that may necessitate the Offender being away from the Facility; or
  - 9. Any other activity approved in writing by the Department.
- D. The Contractor shall verify and document each Offender's location as indicated on the sign-in/sign-out sheet at least one time weekly. Verification shall include, but not be limited to, job search activity, employer and Offender pass location. Verification of pass locations shall be conducted by telephone, in person or any other method as approved by the Department.
- E.
  - 1. The Contractor shall utilize the written pass policy in accordance with the Contractor's and Department's established procedures. Offenders shall be advised of this policy during orientation. Approval shall be requested in writing, in advance, by the Contractor and such approval shall be maintained in the Offender's records. The Contractor shall utilize the Department's Weekly Offender Schedule, Exhibit J.13.
  - 2. Offenders may be allowed to receive overnight passes with the approval of the Parole Division Regional Director or designee. (See Exhibit J.13)

- F. The Contractor shall establish and utilize mandatory sign-in/sign-out procedures, which shall include:
1. The Offender's complete name and destination to include the name, address and telephone number of the destination;
  2. The time the Offender leaves the Facility, the designated Offender time to return and the time the Offender actually returns to the Facility;
  3. Weekly verification checks;
  4. An authorized signature by the Offender and a Facility staff member's signature or approved initials; and
  5. Sign-in/sign-out sheets shall be maintained in a central log.
- G. The Contractor shall be responsible for the monitoring of all Offenders and shall provide additional supervision for high-risk Offenders, including, but not limited to, sex Offenders and violent Offenders who are allowed to enter the community. Such high-risk Offenders shall be transported by the Facility to a designated area not frequented by minors.
- H. The Contractor shall allow Offenders to work hours other than day time hours. All work schedules shall be approved by the supervising officer.
- I. The Contractor shall develop and implement policies regarding Offender possession and use of cellular phones while at the Facility.
- J. The Contractor shall notify the Department within one (1) hour, in accordance with established Department procedures, should an Offender fail to either arrive at or return to the Facility as scheduled, or the Offender cannot be located on the Facility premises.
- K. The Contractor shall not restrict an Offender's movement (i.e. lockdown) for more than twenty-four (24) hours without Department approval or as a sanction resulting from a disciplinary hearing. The Contractor shall provide a listing to the Department of all Offenders on restriction, the date the restriction was imposed/implemented, who placed the Offender on restriction, and the name of the Offender's Parole Officer.

### **C.3.15 Food Service**

- A. The Contractor shall provide wholesome and nutritious meals for all Offenders in compliance with TDCJ Food Service Manual and procedures, as well as applicable legislation and Court Orders.
- B. The Contractor shall plan and post menus in advance. All menus along with appropriate substitutions shall be reviewed and approved by a registered dietitian or physician.
- C. All meals shall meet the Recommended Daily Allowance requirements as outlined by the DSHS.
1. All meals shall be of sufficient portions to meet the needs of the Offender (as outlined by a registered dietician).

2. The Contractor shall be responsible for preparing and providing three (3) meals per Day per Offender for the full Contract Term.
  3. The Contractor, with prior approval from the Department, shall be allowed to serve two (2) meals consisting of brunch and dinner on weekends and Texas state holidays, as defined by the legislature. Documented evidence will be required that all dietary needs are met to the Department's satisfaction and that the hours between meals served do not exceed fourteen (14) hours per Department policy.
- D. Special diets shall be available to Offenders as prescribed by appropriate medical or dental personnel and shall meet the Recommended Daily Allowance requirements, unless otherwise specified by a physician and/or dentist.
  - E. Special diets for Offenders whose religious beliefs require the adherence to universally recognized religious dietary laws shall be provided.
  - F. The Contractor shall provide the Department with a description of any additional food services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated vending machines). TDCJ-PFCMOD approved expenditures should be deducted from generated income and the remaining balance forwarded to the TDCJ Cashier's Office using Exhibit J.7 and via a separate check on a monthly basis. In the event the Contractor has additional funding sources, any income shall be allocated according to the proportion of Department Offenders to total residents. The Contractor shall submit a written cost allocation plan to the Department for its approval.

#### **C.3.16 Offender Clothing and Necessities**

- A. All clothing shall meet the needs of the Offender regardless of gender and should accommodate necessary daily wear/usage. A minimum of two complete changes of clothing shall be in the possession of Indigent Offenders.
- B. The Contractor shall ensure Indigent Offenders, as defined by Department, are provided clothing that is appropriate for the weather at no cost to the Offender.
- C. Any Indigent Offender released from the Facility during cold weather shall be provided with clothing appropriate for the weather at no cost to the Offender.
- D. The Contractor shall provide Indigent Offenders with toiletries and Hygiene Items at no cost to the Offender.
- E. The Contractor shall have written policies and procedures referencing disposition of property belonging to those Offenders who have left the Facility without their property.

#### **C.3.17 Laundry Facilities**

- A. The Contractor shall provide operable washers, dryers and detergent for use by Offenders of the Facility. Indigent Offenders shall be provided access and supplies at no cost to the Offender.

- B. The Contractor shall issue clean linen, bath and hand towels to each Offender upon arrival at the Facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. No linen deposit/fees may be charged to Offenders.
- C. Pillows and mattresses shall be sanitized with chemicals before being reissued to a newly received Offender or at least every six (6) months if still in the possession of the Offender to which it was issued. Sanitizing chemicals for bedding must be either approved by the DSHS or equal to that required by the Department.
- D. The Contractor shall provide the Department with a description of any laundry facility services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated machines). TDCJ-PFCMOD approved expenditures should be deducted from generated revenue and the remaining balance forwarded to the TDCJ Cashier's Office, using Exhibit J.7 and via a separate check, on a monthly basis. In the event the Contractor has additional funding sources, any income shall be allocated according to the proportion of Department Offenders to total residents. The Contractor shall submit a written cost allocation plan to the Department for its approval.

#### **C.3.18 Essentials**

- A. The Contractor shall provide, at its expense, all supplies to include clothing, paper, pencils, building support items (cleaners, brooms, mops, etc.), and Offender living quarter items (sheets, pillowcases, blankets, etc.) necessary to meet all applicable Department Policies.
- B. The Contractor shall provide Indigent Offenders, at the Contractor's expense, envelopes and stamps for legal correspondence.

#### **C.3.19 Transportation**

- A. The Facility shall be located so that Offenders have access to public transportation and are provided accessibility to employment and community treatment facilities, such as mental health, alcohol and drug treatment centers, and other supportive resources.
- B. The Contractor shall provide transportation fare or transportation to all Indigent Offenders for employment or community referral purposes. The Contractor shall not charge non-Indigent Offenders for local transportation without consent and written approval by the Department. The Department will allow modified transportation for Indigent Offenders to allow bicycles/walking if within a five (5) mile radius.
- C. Transportation for specific Offender populations identified by the Department may be required.
- D. In the event the Department requires the Contractor to transport an Offender to or from a specific destination, in a county other than the county in which the Facility is located, the Department shall reimburse the Contractor based on the Texas Comptroller of Public Accounts "Texas Mileage Guide." Reimbursement shall be per trip, not per Offender transported. The Contractor shall attach the mileage reimbursement form to the monthly invoice to obtain reimbursement. In addition, the Contractor shall utilize and maintain a transportation log in each vehicle which shall include, at a minimum: destination, Offender's name and number, purpose of trip, and beginning and ending mileage to each point.

**C.3.20 Telecommunications**

- A. The Contractor shall provide, at its expense, all telecommunications equipment adequate for the operations of the Facility. Telecommunication equipment shall include a designated phone line in a common area in order for the Department Offenders to upload Global Positioning System (GPS).
- B. The Contractor shall provide the Department with a description of any telephone services provided for Offenders of the Facility along with a detailed accounting of all income derived from such services (i.e., coin operated machines). Approved expenditures should be deducted from generated revenue and the remaining balance forwarded to the TDCJ Cashier's Office, using Exhibit J.7 and via a separate check, on a monthly basis.
- C. In the event the Contractor has additional funding sources, the income shall be allocated according to the proportion of the Department Offenders to total residents.
- D. The Contractor shall submit a written cost allocation plan to the Department for its approval.

**C.3.21 Information Technology Services**

- A. The Contractor, in cooperation with the Department, shall utilize compatible computer hardware, software and peripheral devices necessary to connect to an Internet service provider.
- B. The Contractor shall utilize software compatible with Microsoft® Excel for billing purposes.
- C. The Contractor shall be responsible for all costs so incurred.

**C.3.22 Recreation and Exercise**

The Contractor shall provide adequate physical facilities (inside and outside), equipment, and supplies for a recreation program as outlined in Contractor's policy and procedures.

**C.3.23 Visitation**

- A. The Contractor shall have Department approved policies and procedures regarding visitation.
- B. The Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program as outlined in the Contractor's policy and procedures. The area shall accommodate visitors and provide shelter in inclement weather.

**C.3.24 Offender Correspondence**

The Contractor shall process Offender correspondence in accordance with the Department approved Contractor policy and procedures.

**C.3.25 Termination of Offenders**

The Contractor shall not terminate an Offender's placement at the Facility without the prior knowledge and consent of the Department, unless the Offender poses a physical threat to the Contractor's employees and/or other Offenders. In the event an Offender poses a physical threat

to the Contractor's employees and/or other Offenders and has committed a criminal offense, the local law enforcement authority shall be contacted and requested to arrest the Offender for the criminal offense. If local law enforcement will not assist, the Offender may be terminated. Notification under these circumstances (when the Offender poses a physical threat) shall be immediately provided to the Department in accordance with Department Policies.

### **C.3.26 Disciplinary Procedures**

- A. The Contractor shall establish written "Disciplinary Procedures," which shall be approved by the Department, to include the processing of violations and graduated sanctions that may be imposed.
- B. Each Offender shall be informed verbally of the disciplinary procedures and provided with a copy of these procedures upon intake/orientation.
- C. The Contractor shall notify the Department in writing of Offender violations within twenty-four (24) hours and submit a written report within ten (10) Days, in the event an Offender commits a violation. A copy of the final disciplinary report shall be provided to the Department the next Working Day.
- D. The Contractor shall ensure that all disciplinary cases are processed to completion within ten (10) Days of violation.
- E. The Contractor shall maintain a copy of each disciplinary report in the Offender's file and shall also maintain a master file of all disciplinary reports and actions taken at the Facility organized, alphabetically and by month.

### **C.3.27 Grievance Procedures**

- A. The Contractor shall have written Offender grievance procedures, approved by the Department, which shall be provided to all Offenders during orientation.
- B. The Contractor shall provide copies available in both Spanish and English. The Spanish translation will be provided to Spanish-speaking Offenders who are unable to communicate effectively in spoken English.
- C. At a minimum, the procedure shall utilize a two step process as follows:
  - Step 1: Shall be processed by designated staff and signed by the Facility administration. A written response must be provided to the Offender. A written response by the Contractor to all grievances shall include the reason for the decision. A signed receipt from the Offender indicating receipt of the grievance response shall be maintained. The Contractor shall respond within the time frame specified by Department Policy; and
  - Step 2: Shall be processed by a higher level of the Contractor's administration and shall note the review of the grievance, decision and response.
- D. All Offenders shall have access to grievance forms without staff assistance, and a guarantee against reprisals by staff members.

- E. The Contractor shall have a process by which each Offender can appeal the decision.
- F. The Contractor shall maintain a master file of all grievances filed and actions taken.

### **C.3.28 Self-Monitoring**

- A. The Contractor shall establish written policies and procedures to facilitate evaluation and monitoring of the Facility and its operation, which shall include:
  - 1. Reporting procedures;
  - 2. Frequency of reporting; and
  - 3. Subject matter reported.
- B. An audit system providing quarterly and periodic assessment of required Facility operations shall reveal the degree to which the Contractor has complied with said policies and procedures. The Contractor shall forward to the Department copies of quarterly self-monitoring reports no later than the fifteenth (15<sup>th</sup>) of the month following the end of the Quarter utilizing the Department's Fiscal Year.
- C. The internal administrative audit conducted by the Contractor shall exist apart from any external or continuing audit conducted by the Department or any other agency.

### **C.3.29 Community Service Work**

If community service work is provided, the Contractor shall maintain a community service work project log in accordance with Department Policies that include dates, times, location, work performed and the Offenders and Facility employees assigned to the project. This report shall be submitted to the Department no later than the fifth (5<sup>th</sup>) Working Day of each month. All community service work projects require prior approval of the Department.

### **C.3.30 25% Assessment**

- A. The Contractor shall have written policies and procedures regarding the 25% assessment fee and said policy shall be provided to the Offender during orientation.
- B. Each Offender referred to the Facility by the Parole Division shall be assessed 25% of his or her gross monthly Income to reduce Department costs. The 25% assessment shall be collected and accounted for in accordance with the Contractor's established policies and procedures.
- C. The 25% assessment collected for the Department's Offenders shall be deducted from the amount the Department pays the Contractor for that month.
- D. The 25% assessment shall be rounded to the nearest dollar amount. All Income shall be included in the 25% assessment. The Contractor shall collect the 25% assessment from the Offender and maintain records in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall ensure that 25% of any and all Income to Offenders is credited to the Department on the monthly billing. At no time shall the Contractor collect assessments in excess of the per diem rates paid by the Department.

- E. No Offender receiving Income, with exception of inheritance, income tax refunds, court judgments and gifts received while residing at the Facility, shall be exempt from paying the 25% assessment, except as noted in Section C.3.30.F.
- F. Offenders referred by the Department may be exempted from paying the 25% assessment only upon approval of the Parole Division's Regional Director or designee on the HWH-11 Request for Exemption, Reduction, Withdrawal form, Exhibit J.10. Requests for such an exemption shall be made through the Offender's Parole Officer and sent through the Parole Division's Management protocol who will submit the request to the Regional Director or designee. Such requests may be considered and granted if it is determined and documented that Payment of said assessment would place an undue financial hardship on the Offender or immediate family. The Department, upon review of the information submitted, shall notify the Contractor in writing of the results of the review and Offender's status relevant to Payment of the assessment. Said correspondence shall be maintained in the Offenders' records.
- G. The Contractor shall submit reports to the Department, containing the names of Offenders who fail to pay the 25% assessment or who pay an amount less than 25%, the total amount due per Offender, the reason for non-payment, and the action taken by the Contractor. These reports shall be submitted at a frequency and in a format specified by the Department.
- H. The Contractor shall credit 25% to the Department when the Offender's failure to pay can be attributed to the Contractor by the Department. This adjustment shall be credited to the Department on the subsequent Payment due to the Contractor. The Contractor shall not be liable for such payment in the event the Contractor has documented sanctions for the Offender's failure to pay, in accordance with disciplinary policies and procedures.
- I. The Contractor shall maintain and submit to the Department by the fifth (5<sup>th</sup>) Working Day of each month a roster of Offender names and TDCJ numbers (TDCJ and/or SID) of all working Offenders that includes the employer name, the first date of employment, the date of termination and hourly wages/salaries. The roster shall include 25% assessments collected by the Contractor based on the Offender's gross pay or Income for the period. These reports shall be submitted in a format specified by the Department.
- J. The Contractor shall use its best efforts to determine actual wages earned by Offenders. However, if the Contractor is unable to provide proof of the number of hours worked and wages earned by the Offender, the 25% credit to the Department shall be calculated as eight (8) hours per Day times the current minimum wage or the last known wage reported by the Offender.
- K. The Contractor shall utilize the instructions and forms provided by the Department for processing billing and collection of the 25% assessment for Offenders.

### **C.3.31 Facility Generated Income**

The expenditure of and accounting for all Facility Generated Income to include, but not limited to, commissaries, telephones, vending machines and aluminum can sales shall be in accordance with applicable Department Policies and must receive prior written approval of the Department.

- A. All Facility Generated Income, which is not submitted monthly to the Department in accordance with the Department's Administrative Directive 14.58 as revised from time to time

and as directed in Sections C.3.15.F, C.3.17.D and C.3.20.B, shall be maintained in a checking account that is insured by the FDIC and is designated specifically for this revenue. Unless otherwise mandated, these funds shall be deposited within thirty (30) Days of receipt. Each method of income producing revenue shall be tracked separately. A copy of the account bank statement and the breakdown of individual funds will be forwarded to the Department on a monthly basis.

- B. All funds in excess of the federally insured amount of the account must be immediately forwarded to the Department with a copy of the monthly bank statement. At no time will an account exceed the amount that is federally insured.
- C. All balances in this account(s) shall be returned to the Department at the end of each Fiscal Year (August 31st) or at the expiration or termination of the Contract, whichever is the first to occur.

### **C.3.32 Offender Funds**

- A. The Contractor shall have written policies and procedures to govern the operation of any fund established for the Offenders, including the amount of money Offenders may have on their person. Monies in excess of the Facility's allowable limits must be confiscated and placed for the benefit of the Offender in the respective Offender's savings account.
- B. The accounting of each Offender's personal funds held by the Contractor shall be governed by Generally Accepted Accounting Principles (GAAP).
- C. The Contractor shall establish policies and procedures that prohibit financial transactions between Offenders and between Offenders and staff.
- D. All funds abandoned in the Facility by Offenders shall be deposited with the Texas Comptroller of Public Accounts in accordance with Title 6 of the Texas Property Code.

### **C.3.33 33.3% Savings Account**

- A. Each Offender with Income shall be assessed 33.3% of his or her gross Income to a savings account to be established and maintained by the Contractor. All Income shall be included in the calculation of the 33.3% savings assessment. The 33.3% savings shall be rounded to the nearest dollar amount.
- B. The Contractor shall ensure that 33.3% of any and all gross Income paid to each Offender is deposited in the savings account. No Offender receiving Income shall be exempt from saving the 33.3% collection unless prior approval is granted in writing by the Department's Regional Director or designee on the HWH-11, Request For Exemption, Reduction, Withdrawal form, Exhibit J.10.
- C. The 33.3% savings shall be collected and accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and the Contractor's established policies and procedures. The Contractor shall utilize the instructions and forms provided by the Department for documentation of savings assessment, collection and release of savings to Offenders.

1. The Contractor shall submit to the Department, the names of Offenders who fail to save the 33.3% assessment or who save an amount less than 33.3%, the reason for reduced or no savings, balance owed, and the action taken by the Contractor, such as a written incident report to the Parole Officer.
2. The Contractor shall maintain on premises, the names of Offenders, amount withdrawn, reason for the withdrawal, and the approving Department's Regional Director or designee's signature for all withdrawals.
3. The Contractor shall submit with its monthly billing, a complete roster of Offenders with end of month 33.3% savings account balance.

D. Terminations and Withdrawals:

1. Successful Terminations:

The Contractor shall be prepared to surrender, in full, no later than two (2) business days after the Offender's successful termination from the Facility to an approved residential plan, the savings account balance to the Offender. The Department's Regional Director or designee's written approval to surrender the account balance to the Offender due to the termination to an approved residential plan is not required. In the event of Offender hospitalization, the Regional Director or designee's discretion shall be utilized to determine if the funds shall be immediately surrendered to the Offender or remain in the savings account pending the Offender's return to the Facility. In the event of Offender death, the Contractor shall surrender savings account balance, via certified mail, to the designated next of kin in compliance with Title 6 of the Texas Property Code. In the event of Offender's transfer to another state contracted facility, the savings account balance shall be forwarded via certified mail to the receiving facility.

2. Unsuccessful Terminations:

In the event the Offender absconds, is arrested, or is otherwise terminated from the Facility unsuccessfully, the savings account balance shall be handled in compliance with Section C.32.D, Offender Funds, if it has been deemed abandoned under State Law; remain in the savings account for the Offender's re-entry into the Facility; or returned to the Offender at the Offender's request, as appropriate. The Contractor shall surrender the savings balance to the unsuccessfully terminated Offender only with the Department's Regional Director or designee's written approval.

3. Withdrawals:

Offender requests for withdrawal from their savings account must be routed through Facility management to the Department's Regional Director or designee for approval prior to the funds being surrendered to the Offender.

- E. Any and all interest earned from the savings account shall be the property of the Contractor; this shall assist the Contractor in defraying administrative costs of this program. The Department realizes that some financial institutions savings accounts might be non-interest bearing due to the limited number of Offenders that reside at the Facility; however, no additional compensation shall be due the Contractor for administration of this program.

- F. All confiscated monies from a participating Offender must be deposited in the Offender's savings account as per Section C.3.32.A, Offender Funds.

#### **C.4 PRISON RAPE ELIMINATION ACT (PREA)**

- A. The Contractor shall comply with the PREA Community Confinement Standards and report any Offender sexual assault or sexual harassment to the TDCJ-PFCMOD and in accordance with Department Policy.
- B. The Department designated Contract Monitor will monitor the Facility to ensure the Contractor is compliant with the PREA Community Confinement Standards.

#### **C.5 OPERATIONAL PLAN REQUIREMENTS**

- A. The Contractor shall provide for the Department's written approval, an Operational Plan that details how operational requirements and standards discussed in Sections C.2 and C.3 will be met for the Facility. The Contractor shall maintain current Department Policies as a minimum. Any deviation from Department Policies must be noted and approved by the Department.
- B. All curriculum (to include any updates or revisions) must be reviewed and approved by the Department prior to implementation.
- C. The Contractor shall have policies and procedures that prohibit kickbacks, referral fees, headhunter fees, bounties, etc. in all operations.
- D. The Contractor shall provide an Operational Plan that covers the full range of Facility operations, including but not limited to, the following:
1. A policy and procedures operations manual which shall cover:
    - a. Affirmative Action Plan;
    - b. Risk Management Program;
    - c. Emergency Fire Plan and procedures for Evacuation;
    - d. Sanitation Plan;
    - e. Intake policies and procedures;
    - f. HIV/AIDS policies and offender healthcare policies and procedures;
    - g. Administration and management of Offender medication;
    - h. Notification of Offender's next of kin policies and procedures;
    - i. Count procedures;
    - j. Egress and ingress policies and procedures, including sign-in/sign-out procedures;

- k. Written pass policy;
  - l. Disposition of property of Offender's policies and procedures;
  - m. Offender Funds Policies and Procedures;
  - n. Diplomacy Procedures;
  - o. Self-Monitoring Procedures;
  - p. 25% Assessment policies and procedures; and
  - q. 33.3% Savings policies and procedures.
- 2. An emergency procedures/security manual for confidential use by the staff supervisors that are employed by the Contractor;
  - 3. A fully developed training package to be administered to all the Contractor staff as described in C.3.1;
  - 4. Job descriptions for each position, inclusive of salary range, education and experience requirements, descriptions of job duties, full-time or part-time designation, etc.; organizational chart showing lines of supervision for all positions and
  - 5. Budget Justification Forms and Staffing Plan, Exhibit J.1.
- E. Policies, procedures and manuals submitted hereunder shall comply with the requirements of Section C.2 of this Contract with regard to Department Policies. The Contractor shall notify the Department in writing of proposed changes in, or additions to, the Operational Plan. Approval must be granted by the Department prior to any changes or modifications being implemented. The Department will respond to such requests within a reasonable time.
- F. The Contractor's positions shall be staffed with qualified employees in accordance with the format in Exhibit J.1, Budget Justification Forms and Staffing Plan. The staffing plan shall include, at a minimum:
- 1. Position titles;
  - 2. Special qualifications
  - 3. Number of Resident Monitors;
  - 4. Number of Days covered;
  - 5. Identification of shifts;
  - 6. Deployment of staff. A basic Facility floor plan shall be submitted with the proposal, showing approximate locations of all Resident Monitors;
  - 7. The Contractor shall include in the staffing plan positions for administration, training, medical service, food service, maintenance, laundry, Cognitive Behavior Instructor

(employment, budget planning, cognitive based substance abuse education, personal care, AA/NA), transportation, personnel, intake/diagnostic, community service, etc.

- G. The Contractor shall provide architectural drawings, blueprints, floor plans and specifications of the Facility to the Department.

**SECTION D – RESERVED FOR FUTURE USE**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE OF SERVICES**

- A. The Department and other Government regulatory agencies have the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Facility. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Offender records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.4 of this Contract.
1. If any of the services are non-compliant with the Contract requirements, as identified by the Department, The Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.
  2. If any of the services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

**E.2 INSPECTION OF FACILITIES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the Facilities and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including Office of the Inspector General, shall be admitted into the Facility at any time.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The 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.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.9, Books and Records, concerning record retention.

**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audit or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or organizations other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audit or monitoring reports within seven (7) Days of issuance. Audit or monitoring reports shall include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

- A. 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.

- B. 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](http://www.sao.state.tx.us). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TERM**

The Contract will consist of a base period of one (1) year and eight (8) months (January 1, 2016 through August 31, 2017) and two (2), two (2) year Option Periods (September 1, 2017 through August 31, 2019 and September 1, 2019 through August 31, 2021.)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one (1) or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available. Texas Government Code, Chapter 2251, Payment for Goods and Services.

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND FACILITY ADMINISTRATOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the population management of the Facility and compliance of this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Administrator**

- A. The Contract Administrator for administration of this Contract is Jennifer Kimich.
- B. The telephone number for the Contract Administrator is (936) 437-7115.

- C. The facsimile number of the Contract Administrator is (325) 223-0310.
- D. The E-mail address is jennifer.gaineskimich@tdcj.texas.gov.
- E. The Contract Administrator is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications to this Contract.

### G.2.3 Contract Monitor

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designee.

### G.2.4 Facility Administrator

The Contractor shall provide a Facility Administrator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Facility Administrator shall have full authority to act for the Contractor in the performance of the required services. The Facility Administrator or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

### G.3 BILLING

- A. The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears, for the amount due for the Facility or services, and the Department shall pay such invoice within thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer a prompt payment discount, e.g., 1%, 15 Days (refer to page 1, block 9 of Contract) if the Contractor desires expedited payment. Prompt payment discounts must also be stated on each invoice.
- B. The Contractor shall prepare and submit to the Department's Huntsville Placement Unit or its designee in a timely manner, i.e., no later than the fifth (5<sup>th</sup>) Day of the following month, the required monthly reports and invoices in the Department's approved format.
- C. The Contractor shall utilize the software compatible with Microsoft Excel® for billing. The Contractor shall adopt all Department forms and form revisions. The Contractor shall provide and maintain proper computer hardware, software and peripheral devices to maintain electronic communication with the Department via the Internet and/or the Department's mainframe computer system.
- D. The Contractor shall submit the Contract Facility Daily Activity Report to the Department's Huntsville Placement Unit each Day. The date of termination is the last partial Day the Offender was at the Facility (regardless if the Offender departed the Facility with or without the Department's approval). The Contractor shall not bill the Department for Day of termination. The Contract Facility Daily Activity Report shall be submitted to the Department

at the end of each Day, beginning at midnight and received by Huntsville Placement Unit no later than 7:00 a.m. The Contractor shall indicate the name, TDCJ number and status of any Offender arriving or departing on that Day.

- E. The Contractor shall ensure that the Department is not billed for the Day on which any Offender is admitted to the hospital, taken into custody by law enforcement officials, or any Day thereafter until the Offender returns to the Facility.
- F. Offenders on approved pass, in excess of forty-eight (48) hours, shall be terminated and readmitted upon their return for purposes of billing.
- G. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation that cannot be verified will be disallowed.

**G.4 PAYMENTS**

- A. The Payment schedule shall be based on occupancy level determined by current Offender accounting procedures (Midnight Strength Report).
- B. It is recommended that the Contractor receive Payments via electronic funds transfer (EFT), also known as direct deposit. If the Contractor elects to be set up for direct deposit payment, the vendor direct deposit authorization form may be obtained from the Department Contract Administrator. Upon Contract award, the Contractor shall submit a completed authorization form to the following address:

TDCJ - Accounts Payable  
 P.O. Box 4018  
 Huntsville, Texas 77342-4018

- C. Contractors who are already receiving EFT payments from Department or another Texas state agency do not need to register again.
- D. In the event the Contractor elects not to receive direct deposit Payment, the Payment will instead be mailed to the following remittance address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**G.4.1 Billing and Payment**

The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears for the amount due for the Facility, and the Department, subject to its usual auditing and accounting procedures, shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice.

**G.4.2 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the services hereunder based upon the Department Policies in effect as of the date of this Contract.

- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of services furnished by the Contractor so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the Additional Services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the Additional Services because of such change in Department Policies.
- D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of new policy is required immediately due to security or public safety issues.
- E. If mutual agreement is not reached within thirty (30) Days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) Days has lapsed as set forth in paragraph G.4.3 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.
- F. In the event that such changes in Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

#### **G.4.3 Failure to Agree on Compensation for Additional Services**

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) Days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

#### **G.4.4 Payment Adjustment**

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.3.2.1, Exhibit J.3 or any money determined to be due as specified under Section E.1.C.
- B. If it is determined that the remaining amount of Monthly Contractor Payment is not adequate to cover the money determined to be due the Department, then all remaining Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the remaining amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt unless the Contractor and Department mutually agree on an alternative payment method.

#### **G.4.5 Late Payment**

Any amount owed to the Contractor more than one (1) Day beyond the date such amount is due as described in Section G.4 hereof shall accrue interest each Day that such amount is not paid at the rate specified by §2251.025, Texas Government Code, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

**G.4.6 Deductions for Unacceptable Compliance**

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.

**G.4.7 Withholding of Payment**

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports as required in Section C;
  - 2. Failure to respond to audit reports as set forth in Section E.1.C; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Monthly Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final Payment to the Contractor pending the Department's acceptance by and transfer of State-Owned property to the Department.
- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final Payment.
- F. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

**G.4.8 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, §2252.903, the Contractor agrees that any Payments due under a Contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, §§403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**G.4.9 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to

this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

#### **G.4.10 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Administrator the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Administrator with 1 and 2 below:
  1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; or
  2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Administrator within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
1. Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury:
    - a. By accident, \$1,000,000 per each accident; and
    - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
  2. Commercial Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.
  3. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$3,000,000 products/completed operations aggregate and \$3,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.

- c. Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
  - d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
4. Professional Liability (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.
  5. If the Contractor's operations involve the use of hazardous materials/pollutants including but not limited to oil, fuels, antifreeze or chemicals, then: Environmental Impairment or Pollution Liability Insurance to include coverage for the handling, removal, storage, testing, transportation and disposal of these materials, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

**NOTE:**

If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

Insurance described in 3 and 4 shall include a rider for sexual molestation coverage.

**H.1.1 Required Provisions**

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
- F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state

shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring a written notice of cancellation to the Department.

- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best or equivalent rating by a similar insurance rating service.
- I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
- J. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omissions of any subcontractor selected by the Contractor.

- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audit or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 5. The subcontract shall also contain the required clauses referenced in Sections E.4 and I.12.

#### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

#### **H.2.2 Historically Underutilized Businesses (HUB)**

- A. 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 Comptroller of Public Accounts (CPA) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.
- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included as Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Agency's name, the name of the Contract Administrator, this Contract's assigned number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of

the notice shall be provided to the Contract Administrator no later than ten (10) Working Days after this Contract is awarded.

- D. The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5th Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2.

### H.3 TRANSITION

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current contractor management to either the Department management or management by a third party of the Facility.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

### H.4 CERTAIN PROHIBITIONS

- A. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to the Contractor the authority to, and the Contractor shall not have any authority to:
  - 1. Calculate Offender release and Parole eligibility dates;
  - 2. Award or remove good conduct time to Offenders;
  - 3. Approve Offender's work, medical or for non-medical emergency absences, or for pre-parole transfers; or
  - 4. Classify Offenders or place Offenders in less restricted custody than the custody ordered by the Department. The Department shall have the sole authority to assign or transfer Offenders from the Facility.
- B. Provided, however, that this section shall not prevent the Contractor from making recommendations to the Department with respect to any of the above without the prior written decision of the Department.

### H.5 APPROVAL OF EMPLOYEES

- A. The Contractor shall retain no Upper Level Management personnel for administration of the Facility without prior approval of each selection by the TDCJ-PFCMOD, which approval shall not be unreasonably withheld.
- B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position to another position, notification of this transfer must be made to the TDCJ-PFCMOD by so indicating on the vacancy reports.

- C. Upon request by the Department, the Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

#### **H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

#### **H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code, Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.9 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

**H.10 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

**H.11 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

**H.12 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence Services at the Facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified

mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

#### **H.13 UTILIZATION OF FACILITY**

The Department agrees that it will use its best efforts to adding Offenders to the Facility as provided by law; however, the Department does not covenant or represent to the Contractor that it will refer Offenders at one hundred percent (100%) capacity. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not refer Offenders at one hundred percent (100%) capacity.

#### **H.14 FINANCIAL OPERATIONS**

- A. The Contractor shall establish and provide financial services and operations, which comply with Generally Accepted Accounting Principles in order to ensure that the funds of the Department are safeguarded and that the financial records accurately reflect the transactions relevant to the implementation of this Contract.
- B. The Contractor shall develop, implement and maintain a financial management system including accurate, correct and complete payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, determination of reasonable, allowable and allocable cost elements, and timely and appropriate audits and resolution of any questionable or improper findings.
- C. The Contractor shall maintain a separate account of funds designated for this Contract. The Contractor shall submit a written cost allocation plan to the Department for its review and approval with regard to cost that are allocated across, to and among any funding sources in addition to the Department. Cost allocated to the Department shall reflect the proper percentage of the Department Offenders to total population.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2017.
- B. The Department'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.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2017, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to paragraph, Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 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.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with Department Policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, ongoing, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;

- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.7; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **1.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.

- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

#### **I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-appropriation, this Contract shall automatically terminate as of the last Day of the Biennium for which appropriations have been made.

#### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

#### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

#### **I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
  - 1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
  - 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
    - a. Place no further subcontracts or orders in support of this Contract;

- b. Terminate all subcontracts; and
  - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

### **1.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **1.3.10 Remedy of Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section 1.3.11 below.

### **1.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract that is not disposed of by mutual agreement between the Department and the Contractor shall be resolved according to "Procedures for Resolving Contract Claims and Disputes," Rule §155.31, Texas Administrative Code, Title 37, Part VI, Chapter 155, Subchapter C.
- B. If authorized to adjudicate a breach of contract claim against the Department under Chapter 114, Civil Practice and Remedies Code, the Contractor, prior to filing suit, shall comply with the dispute resolution process in subsections 155.31(h) – (q) of Rule §155.31 "Procedures for Resolving Contract Claims and Disputes." However, references therein to Chapter 2260 or the State Office of Administrative Hearings shall be inapplicable if the Contractor files suit under the Civil Practice and Remedies Code, Chapter 114, after completion of the dispute resolution process.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the services performed shall be kept in sufficient detail to enable Payment in accordance with applicable provisions of this Contract, if this should become necessary.

- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the Texas Board of Criminal Justice, 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 Contractor 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 the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

##### **I.5.2 Infringement**

- A. The Contractor shall indemnify and hold harmless the State of Texas the Department and the Texas Board of Criminal Justice, 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 the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by:
1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  2. Any modification made to the product without the Contractor's written approval;

3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  4. Any intellectual property right owned by or licensed to the Department; or
  5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense:
1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
  2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or Service so that the Department's use is non-infringing.

### **1.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The Department and/or the State shall not be liable to the Contractor, 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.
- B. The Contractor agrees to indemnify and hold harmless the Department, the Texas Board of Criminal Justice, 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. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **1.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the operation of the Facility by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum

extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

#### **I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

#### **I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with 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.

#### **I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this non-discrimination clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

**I.13 CONFIDENTIALITY AND OPEN RECORDS****I.13.1 Confidentiality**

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 Department without prior approval of the other party.

**I.13.2 Open Records**

In accordance with Section 2252.907, Government Code, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Chapter 552, Government Code (Texas Public Information Act). The Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Public Information Act.

**I.14 CONTRACT CHANGES**

Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16, administrative changes such as changing the Contract Administrator designation or correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

**I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

**I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

**I.17 SEVERABILITY**

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.

**I.18 IMMIGRATION**

The 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 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in paragraph I.3.11.

**I.20 LIMITATION ON AUTHORITY**

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

**I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department 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.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213**

- A. 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.

- B. The Contractor shall provide the Department 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 the Rehabilitation Act, Section 508), or indicate that the product/Services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department 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/>.

#### **I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the 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 Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the 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.

#### **I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **I.25. NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

TDCJ Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Attention: Jennifer Kimich, Contract Administrator

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. All persons employed to perform duties within Texas, during the Contract Term and
  2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

## SECTION J - LIST OF EXHIBITS

| EXHIBIT NO. | TITLE   | Number of Pages |
|-------------|---|-----------------|
| J.1         | Program Budget Justification Forms  | 12              |
| J.2         | HUB Subcontracting Plan   | 30              |
| J.3         | Compliance Standards  | 3               |
| J.4         | Child Safety Zone Certification   | 1               |
| J.5         | Texas Department of Criminal Justice Policies and Procedures List                   | 1               |
| J.6         | Reserved for Future Use   |                 |
| J.7         | Revenue Identification Form   | 1               |
| J.8         | Criminal Justice Information System Addendum (CJIS) (Obtain by Request Only) (H.13) | N/A             |
| J.9         | HWH-13, Cognitive Behavior Participation Roster                                     | 1               |
| J.10        | HWH-11, Request for Exemption, Reduction and Withdrawal Instructions and Form       | 2               |
| J.11        | Position Vacancy Report Forms and Instructions                                      | 3               |
| J.12        | Quarterly Urinalyses Testing Report   | 1               |
| J.13        | Weekly Offender Schedule  | 1               |
| J.14        | Position Control Number (PCN) Listing   | 1               |

## INSTRUCTIONS FOR STAFFING - SALARIES AND BENEFITS SUMMARY

### - Data Entry Requirements for each field in the "Salaries" portion of the form:

Please note that the direct salaries are broken into two sections. The first section is for direct administrative staff, which includes those individuals needed for the benefit of the entire facility but does NOT provide patient services directly. The second section is for those individuals that provide patient services directly and have a staff to patient ratio.

|                                |  |
|--------------------------------|--|
| <b>Contractor:</b>             | Enter your company name  |
| <b>Location:</b>               | Enter the facility's full address.<br><i>Each facility requires a separate Exhibit J.1 form to be completed.</i>   |
| <b>Position Title:</b>         | Enter a title for each position.<br><i>If there are 3 Counselors, use a separate line for each counselor. Show as "Counselor 1", etc.</i>  |
| <b>Special Qualifications:</b> | Enter all special qualifications required for each position.<br><i>For example, RN, LCDC, CI, etc.</i>   |
| <b>Days Covered:</b>           | Enter the days worked each week by the person filling the position.<br><i>Use M for Monday, T for Tuesday, W for Wednesday, Th for Thursday, F for Friday, S for Saturday and Su for Sunday.</i><br><i>Use commas for individual days, such as M,W,F.</i><br><i>Use a dash for inclusive days, such as M-Th for Monday through Thursday.</i> |
| <b>Shift:</b>                  | Show the Start and End times for the person filling the position.<br><i>If the times vary, depending on the day of week worked, insert a new row below, then copy the previous row and change the new row accordingly.</i>   |
| <b>Hrs/Wk Total:</b>           | Equal to the Hrs/Wk spent on TDCJ Programs at this location.   |
| <b>FTE:</b>                    | <b>Calculated field - Do Not Change!</b>   |
| <b>Annual Salary:</b>          | Enter the position's Annual Salary rate regardless of the time spent on the TDCJ program.  |
| <b>Salary Total:</b>           | <b>Calculated field - Do not change!</b>   |

### - Data Entry Requirements for each field in the "Fringe Benefits - Direct Staff" portion of the form:

Enter the applicable percentage of the Total Salary for a type of benefit listed; All other fields will be calculated.

|                      |   |
|----------------------|---|
| <b>FICA</b>          | Consists of Social Security and Medicare payments   |
| <b>FUTA</b>          | Federal unemployment insurance  |
| <b>SUI</b>           | State unemployment insurance  |
| <b>Workers' Comp</b> | Workers' compensation insurance   |
| <b>Medical</b>       | Includes all types of medical, dental, vision and other medical related types of insurance provided |
| <b>Other</b>         | Enter any other type of fringe benefit provided that is not included elsewhere                      |
| <b>Leave</b>         | Enter leave benefits paid   |

## INSTRUCTIONS FOR INDIRECT COSTS SUMMARY

Please note that the "Indirect Summary" is to calculate total indirect costs. These costs are typically administrative and may include, but are not limited to, human resources, payroll, accounting, and auditing services. The form has three components - indirect staffing, other indirect costs for administrative staff and contractor's profit.

Because each location must complete Exhibit J.1., it is best to determine the allocation method to be used to allocate indirect costs as the first step. The example at the bottom of the "Indirect Summary" utilizes the number of beds as the basis of allocation. As such, each location receives a weighted percentage based on the number of beds at one location as compared to total number of beds. To utilize this methodology, the locations must be revised and the number of beds per location must be entered. The percentages are calculated automatically.

### Definitions:

1. **Indirect Salaries** - Salaries for all administrative positions. This should have the same staff from the "Staffing Summary" listed as indirect care staff.
2. **Administrative Fringe Benefits** - Benefits paid for administrative personnel. This should have the same percentage from the "Staffing Summary"
3. **Administrative Training** - Any training costs for administrative personnel.
4. **Administrative Travel & Meals** - Any lodging and/or meals paid to administrative personnel while in travel status.
5. **Building Cost (mortgage, rent)** - The portion of the mortgage/rent associated to administrative personnel. The building cost for indirect personnel plus the building cost for direct care staff should total the facility's entire mortgage/rent, if TDCJ is sole customer of the facility.
6. **Insurance Premium / Maintenance / Utilities** - The portion of these items associated to administrative personnel. The costs allocated to indirect personnel for these line items plus the costs for direct care staff for these line items should total the facility's entire costs for these items, if TDCJ is the sole customer of the facility.
7. **Supplies, Materials, Postage, Furniture, Equipment & Other** - The costs of these items for administrative personnel.

### Data Entry:

- Contractor:** Enter your company name
- Location:** Enter the facility's full address.  
*Each facility requires a separate Exhibit J.1 form to be completed.*
- Total \$:** The total costs for the specific line item  
*For example, if the HR representative has a salary of \$60,000 annually, then enter \$60,000*
- %:** This should represent the percentage of allocation based on the methodology used.  
*For example, the 123 Main Street location had a 39% allocation based on having 450 beds out the total 1,150 beds*
- Allocated Amt for Location:** Calculated field - This must match the percentage calculated based on methodology chosen to allocated indirect costs.
- Contractor's Profit:** Enter the TOTAL estimated profit for all locations.

PROGRAM BUDGET JUSTIFICATION FORMS

ABC Halfway House  
 123 Main St.  
 Yourcity, Texas 77777 Your County

EXAMPLE

| COST CATEGORY / ITEM                                | ANNUAL COST      |
|---|------------------|
| <b>Direct Staffing Costs:</b>                       |                  |
| Salaries (Detail Required)                          | \$108,000        |
| Fringe Benefits (Detail Required)                   | \$21,125         |
| Training (Detail Required)                          | \$300            |
| Travel (Detail Required)                            | \$100            |
| <b>Sub-Total, Direct Staffing Costs</b>             | <b>\$129,525</b> |
| <b>Facility and Program Direct Costs :</b>          |                  |
| Building Cost (mortgage, rent)                      | \$100,000        |
| Insurance Premium                                   | \$25,000         |
| Maintenance   |                  |
| Utilities   | \$2,000          |
| Supplies and Materials                              |                  |
| Office Supplies                                     | \$150            |
| Computer Supplies                                   | \$150            |
| Postage   | \$25             |
| Risk Management                                     |                  |
| Furniture   |                  |
| Health Services                                     |                  |
| Food Service  | \$10,000         |
| Clothing & Necessities                              |                  |
| Laundry   |                  |
| Transportation                                      |                  |
| Recreation/Visitation                               |                  |
| Equipment (Detail Required)                         | \$700            |
| <b>Sub-Total, Facility and Program Direct Costs</b> | <b>\$138,025</b> |
| <b>Other Program Direct Costs:</b>                  |                  |
| Other Program Costs (Detail Required)               | \$400            |
|   |                  |
| <b>Sub-Total, Other Program Direct Costs</b>        | <b>\$400</b>     |
| <b>Indirect Costs:</b>                              |                  |
| Overhead and Overhead % Rate (Detail Required)      | \$177,471        |
| Contractor's Profit Margin                          | \$78,261         |
| <b>Sub-Total, Indirect Costs</b>                    | <b>\$255,732</b> |
| <b>Grand Total</b>                                  | <b>\$523,682</b> |
| <b>Contractor Per Diem Rate</b>                     | <b>\$ 14.35</b>  |

**PROGRAM BUDGET JUSTIFICATION FORMS**  
**Direct Costs - Training and Travel Cost Detail Summary**

ABC Halfway House  
 123 Main St.  
 Yourcity, Texas 77777 Your County

EXAMPLE

| <b>Training - for Direct Staff</b>   | <b>Total \$</b> |
|--|-----------------|
| <i>List Conference Name or In-House Service Training Costs for residential and outpatient services</i> |                 |
| Crisis Intervention Training Materials   | \$300           |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
| <b>Total Training Cost</b>   | <b>\$300</b>    |

| <b>Travel - for Direct Staff</b>  | <b>Total \$</b> |
|---|-----------------|
| <i>List Mileage, Rate per Mile, Per Diem Food and Lodging, Public Transportation, and the Purpose of Trip</i> |                 |
| Inservice Training  |                 |
| 1 nights lodging  | \$75            |
| 1 days of meals   | \$25            |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
| <b>Total Travel Cost</b>  | <b>\$100</b>    |





**PROGRAM BUDGET JUSTIFICATION FORMS**  
*Indirect Costs Summary*

ABC Halfway House  
123 Main St.  
Yourcity, Texas 77777 Your County

EXAMPLE

| <b>Indirect Costs</b><br><i>List all Indirect Costs</i> | <b>Total \$</b>  | <b>%</b> | <b>Allocated Amt<br/>for Location</b> |
|---|------------------|----------|---------------------------------------|
| <b>Indirect Salaries:</b>                               |                  |          |                                       |
| Executive Management                                    | \$100,000        | 39%      | \$39,130                              |
| Administrative Human Resources Salaries                 | \$60,000         | 39%      | \$23,478                              |
| Administrative Accounting Salaries                      | \$120,000        | 39%      | \$46,957                              |
| Administrative Payroll Salaries                         | \$75,000         | 39%      | \$29,348                              |
| <b>Total Indirect Salaries</b>                          | <b>\$355,000</b> |          | <b>\$138,913</b>                      |
| Administrative Fringe Benefits 19.56%                   | \$69,438         | 39%      | \$27,171                              |
| Administrative Training                                 | \$2,500          | 39%      | \$978                                 |
| Administrative Travel & Meals                           | \$500            | 39%      | \$196                                 |
| <b>Sub-Total, Indirect Salaries</b>                     | <b>\$427,438</b> |          | <b>\$167,258</b>                      |
| <b>Other Indirect Costs for Administrative Staff:</b>   |                  |          |                                       |
| Building Cost (mortgage, rent)                          | \$20,000         | 39%      | \$7,826                               |
| Insurance Premium                                       | \$4,000          | 39%      | \$1,565                               |
| Maintenance   | \$500            | 39%      | \$196                                 |
| Utilities   | \$500            | 39%      | \$196                                 |
| Supplies and Materials                                  | \$300            | 39%      | \$117                                 |
| Postage   | \$100            | 39%      | \$39                                  |
| Furniture   | \$200            | 39%      | \$78                                  |
| Equipment   | \$500            | 39%      | \$196                                 |
| <b>Sub-Total, Other Indirect Costs</b>                  | <b>\$26,100</b>  |          | <b>\$10,213</b>                       |
| Contractor's Profit                                     | \$200,000        | 39%      | \$78,261                              |
| <b>Grand Total</b>                                      | <b>\$653,538</b> |          | <b>\$255,732</b>                      |

Note: Indirect Costs include any costs incurred that are not directly related to individual client services. These costs are usually administrative and may include, but are not limited to, human resources, payroll, accounting, budgeting and auditing services.

| <b>Allocation Method (based on beds)</b> | <b># beds</b> | <b>%</b>    |
|--|---------------|-------------|
| Location 1 - 123 Main Street             | 450           | 39%         |
| Location 2 - 700 Ave L                   | 400           | 35%         |
| Location 3 - 600 9th Street              | 300           | 26%         |
| <b>Total Beds</b>                        | <b>1,150</b>  | <b>100%</b> |

Note: The allocation may be based upon other methodologies instead of being based on beds. This is only an example.

PROGRAM BUDGET JUSTIFICATION FORMS

ABC Halfway House  
 123 Main St.  
 Yourcity, Texas 77777 Your County

| COST CATEGORY / ITEM                                | ANNUAL COST |
|---|-------------|
| <b>Direct Staffing Costs:</b>                       |             |
| Salaries (Detail Required)                          | \$0         |
| Fringe Benefits (Detail Required)                   | \$0         |
| Training (Detail Required)                          | \$0         |
| Travel (Detail Required)                            | \$0         |
| <b>Sub-Total, Direct Staffing Costs</b>             | <b>\$0</b>  |
| <b>Facility and Program Direct Costs :</b>          |             |
| Building Cost (mortgage, rent)                      |             |
| Insurance Premium                                   |             |
| Maintenance   |             |
| Utilities   |             |
| Supplies and Materials                              |             |
| Office Supplies                                     |             |
| Computer Supplies                                   |             |
| Postage   |             |
| Risk Management                                     |             |
| Furniture   |             |
| Health Services                                     |             |
| Food Service  |             |
| Clothing & Necessities                              |             |
| Laundry   |             |
| Transportation                                      |             |
| Recreation/Visitation                               |             |
| Equipment (Detail Required)                         | \$0         |
| <b>Sub-Total, Facility and Program Direct Costs</b> | <b>\$0</b>  |
| <b>Other Program Direct Costs:</b>                  |             |
| Other Program Costs (Detail Required)               | \$0         |
|   |             |
| <b>Sub-Total, Other Program Direct Costs</b>        | <b>\$0</b>  |
| <b>Indirect Costs:</b>                              |             |
| Overhead and Overhead % Rate (Detail Required)      | \$0         |
| Contractor's Profit Margin                          | \$0         |
| <b>Sub-Total, Indirect Costs</b>                    | <b>\$0</b>  |
| <b>Grand Total</b>                                  | <b>\$0</b>  |

Contractor Per Diem Rate \$

**PROGRAM BUDGET JUSTIFICATION FORMS**  
*Direct Costs - Training and Travel Cost Detail Summary*

ABC Halfway House  
 123 Main St.  
 Yourcity, Texas 77777 Your County

| <b>Training - for Direct Staff</b>   | <b>Total \$</b> |
|--|-----------------|
| <i>List Conference Name or In-House Service Training Costs for residential and outpatient services</i> |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
| <b>Total Training Cost</b>   | <b>\$0</b>      |

| <b>Travel - for Direct Staff</b>  | <b>Total \$</b> |
|---|-----------------|
| <i>List Mileage, Rate per Mile, Per Diem Food and Lodging, Public Transportation, and the Purpose of Trip</i> |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
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|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |
| <b>Total Travel Cost</b>  | <b>\$0</b>      |



**PROGRAM BUDGET JUSTIFICATION FORMS**  
**Staffing Costs - Salaries and Benefits Summary**

ABC Halfway House  
 123 Main St.  
 Yourcity, Texas 77777 Your County

| Salaries - Direct Costs                                    |                        |              |       |              |             |               |              |
|--|------------------------|--------------|-------|--------------|-------------|---------------|--------------|
| Position Title   | Special Qualifications | Days Covered | Shift | Hrs/Wk Total | FTE         | Annual Salary | Total Salary |
| <b>Direct Administrative Staff and Salary Costs:</b>       |                        |              |       |              |             |               |              |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
| <b>Total Direct Administrative Staff and Salary Costs:</b> |                        |              |       |              | <b>0.00</b> |               | <b>\$0</b>   |
| <b>Direct Monitoring Staff and Salary Costs:</b>           |                        |              |       |              |             |               |              |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
|  |                        |              |       |              | 0.00        |               | \$0          |
| <b>Total Direct Monitoring Staff and Salary Costs:</b>     |                        |              |       |              | <b>0.00</b> |               | <b>\$0</b>   |
| <b>Overall Total Direct Staffing Costs</b>                 |                        |              |       |              | <b>0.00</b> |               | <b>\$0</b>   |

| Fringe Benefits - Direct Staff           | %            | Total      |
|--|--------------|------------|
| FICA                                     |              | \$0        |
| FUTA                                     |              | \$0        |
| SUI                                      |              | \$0        |
| Workers' Comp                            |              | \$0        |
| Medical                                  |              | \$0        |
| Other                                    |              | \$0        |
| Leave                                    |              | \$0        |
| <b>Total Fringe Costs - Direct Staff</b> | <b>0.00%</b> | <b>\$0</b> |

**PROGRAM BUDGET JUSTIFICATION FORMS**  
**Indirect Costs Summary**

ABC Halfway House  
123 Main St.  
Yourcity, Texas 77777 Your County

| Indirect Costs<br><i>List all Indirect Costs</i>      | Total \$   | %  | Allocated Amt<br>for Location |
|---|------------|----|-------------------------------|
| <b>Indirect Salaries:</b>                             |            |    |                               |
|   |            | 0% | \$0                           |
|   |            | 0% | \$0                           |
|   |            | 0% | \$0                           |
|   |            | 0% | \$0                           |
| <i>Total Indirect Salaries</i>                        | \$0        | 0  | \$0                           |
| Administrative Fringe Benefits            0.00%       |            | 0% | \$0                           |
| Administrative Training                               |            | 0% | \$0                           |
| Administrative Travel & Meals                         |            | 0% | \$0                           |
| <b>Sub-Total, Indirect Salaries</b>                   | <b>\$0</b> |    | <b>\$0</b>                    |
| <b>Other Indirect Costs for Administrative Staff:</b> |            |    |                               |
| Building Cost (mortgage, rent)                        |            | 0% | \$0                           |
| Insurance Premium                                     |            | 0% | \$0                           |
| Maintenance   |            | 0% | \$0                           |
| Utilities   |            | 0% | \$0                           |
| Supplies and Materials                                |            | 0% | \$0                           |
| Postage   |            | 0% | \$0                           |
| Furniture   |            | 0% | \$0                           |
| Equipment   |            | 0% | \$0                           |
| Other   |            | 0% | \$0                           |
| <b>Sub-Total, Other Indirect Costs</b>                | <b>\$0</b> |    | <b>\$0</b>                    |
| Contractor's Profit                                   |            | 0% | \$0                           |
| <b>Grand Total</b>                                    | <b>\$0</b> |    | <b>\$0</b>                    |

Note: Indirect Costs include any costs incurred that are not directly related to individual client services. These costs are usually administrative and may include, but are not limited to, human resources, payroll, accounting, budgeting and auditing services.

| Allocation Method (based on beds) | # beds   | %         |
|-----------------------------------|----------|-----------|
| Location 1                        |          |           |
| Location 2                        |          |           |
| Location 3                        |          |           |
| <b>Total Beds</b>                 | <b>0</b> | <b>0%</b> |

Note: The allocation may be based upon other methodologies instead of being based on beds. This is only an example.

# HUB Subcontracting Plan (HSP)

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

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

The TDCJ has determined that the HUB Category for this contract falls under the  
**Commodities Contracts Category.**

The HUB Goal for this category is therefore identified as **21.1 %**.

**For assistance in completing the HSP contact:**

Sharon Schultz @ 936-437-7026

sharon.schultz@tdcj.texas.gov

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

b. Is your company a State of Texas certified HUB?  -Yes  - No

c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #  | Subcontracting Opportunity Description | HUBs  |   | Non-HUBs  |
|---|--|---|---|---|
|   |  | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less. | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs . |
| 1   |  | %   | %   | %   |
| 2   |  | %   | %   | %   |
| 3   |  | %   | %   | %   |
| 4   |  | %   | %   | %   |
| 5   |  | %   | %   | %   |
| 6   |  | %   | %   | %   |
| 7   |  | %   | %   | %   |
| 8   |  | %   | %   | %   |
| 9   |  | %   | %   | %   |
| 10  |  | %   | %   | %   |
| 11  |  | %   | %   | %   |
| 12  |  | %   | %   | %   |
| 13  |  | %   | %   | %   |
| 14  |  | %   | %   | %   |
| 15  |  | %   | %   | %   |
| Aggregate percentages of the contract expected to be subcontracted: |  | %   | %   | %   |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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

**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains 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(s)/section(s) of your proposal which explains 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-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <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 its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

|           |              |       |                                     |
|-----------|--------------|-------|-------------------------------------|
| Signature | Printed Name | Title | Date<br><small>(mm/dd/yyyy)</small> |
|-----------|--------------|-------|-------------------------------------|

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name | VID Number | Date Notice Sent<br>(mm/dd/yyyy) | Did the HUB Respond?   |
|--------------|------------|----------------------------------|--|
|              |            |                                  | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|              |            |                                  | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|              |            |                                  | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent<br>(mm/dd/yyyy) | Was the Notice Accepted?                                     |
|--|----------------------------------|--|
|  |                                  | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|  |                                  | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name | Texas certified HUB  | VID #<br><small>(Required if Texas certified HUB)</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|--|---|---------------------------|---------------------------------|
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

**SECTION: A PRIME CONTRACTOR'S INFORMATION**

Company Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

**SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

Company Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Requisition #: \_\_\_\_\_ Bid Open Date#: \_\_\_\_\_  
(mm/dd/yyyy)

**SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

**1. Potential Subcontractor's Bid Response Due Date:**

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_  
(Central Time) Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C). (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

**2. Subcontracting Opportunity Scope of Work:**

**3. Required Qualifications:**  - Not Applicable

**4. Bonding/Insurance Requirements:**  - Not Applicable

**5. Location to review plans/specifications:**  - Not Applicable



Rev. 10/14

## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.**

Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contractor (Company) Name: \_\_\_\_\_

Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report HUB and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>

| Subcontractor's Name | *Texas certified HUB?<br><small>(Yes or No)</small> | Subcontractor's VID or HUB Certificate Number<br><small>(Required if Texas certified HUB)</small> | Total Contract \$ Amount from HSP with Subcontractor | Total \$ Amount Paid This Reporting Period to Subcontractor | Total Contract \$ Amount Paid to Date to Subcontractor | Object Code<br><small>(Agency Use Only)</small> |
|----------------------|---|---|--|---|--|---|
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
|                      |   |   | \$   | \$  | \$   |   |
| <b>TOTALS:</b>       |   |   | \$   | \$  | \$   |   |

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TRADE ORGANIZATIONS/DEVELOPMENT CENTERS

| ORGANIZATION  | MAILING ADDRESS  | PHONE                        | FAX                       | EMAIL                              |
|---|--|------------------------------|---------------------------|------------------------------------|
| American Indian Chamber of Commerce of Texas                        | 11245 Indian Trail, Dallas, TX 76679   | 972-241-6450                 | 972-241-6454              | tcce@txbiz.org                     |
| Asian Contractor Association  | 4201 Ed Bluestein Blvd., Austin, TX 78721  | 512-926-5400                 | 512-926-5410              | asiancontractor@gmail.com          |
| Black Contractors Association – Dallas/Fort Worth                   | 1409 S. Lamar Street, Suite 251, Dallas, TX 75215  | 214-928-7097                 | 214-485-0467              | rwwashington@blackcontractors.org  |
| Dallas Black Chamber of Commerce                                    | 2838 Martin Luther King Jr. Boulevard, Dallas, TX 75215  | 214-421-5200                 | 214-421-5510              | chum@dbcc.org                      |
| DFW Minority Supplier Development Council                           | 8828 N Stemmons Frwy, 5 <sup>th</sup> Floor, Suite 550, Dallas, TX 75247                           | 214-630-0747                 | 214-637-2241              | construction@dfwmsdc.com           |
| Dallas Hispanic Chamber of Commerce                                 | 4622 Maple Avenue, Suite 207, Dallas, TX 75219   | 214-521-6007                 | 214-520-1687              | gquezada.gdhcc.com                 |
| Del Mar College PTAC, Corpus Christi Black C of C                   | 101 Baldwin Blvd., CED-146, Corpus Christi, TX 78404   | 361-698-1025                 | 361-698-1024              | ptac@delmar.edu                    |
| El Paso Hispanic Chamber of Commerce                                | 2401 E. Missouri, El Paso 79903  | 915-566-4066                 | 915-566-9714              | treed@elpasombdcenter.com          |
| Fort Worth Metropolitan Black Chamber of Commerce                   | 1150 South Freeway, Suite 211, Fort Worth, TX 76104  | 817-871-6538                 | 817-332-6438              | bbolden@fwmbcc.org                 |
| Golden Triangle Minority Business Council                           | PO Box 21664, Beaumont, TX 77720   | 409-962-8530                 | 409-722-5402              | hatcher.beverly@gtmcbc.com         |
| Greater Asian Chamber of Commerce                                   | 8001 Centre Park Dr., STE 160, Austin, TX 78754  | 512-407-8240                 | use email                 | Exec.Admin@AustinAsianChamber.org  |
| Greater Austin Black Chamber  | 912 E. 11 <sup>th</sup> Street, Suite A, Austin, TX 78702  | 512-459-1181                 | 512-459-1183              | nmc@austinbcc.org                  |
| Greater Houston Business Procurement Forum                          | 17671/2 South Post Oak Blvd., PMB 273, Houston, TX 77056   | 832-216-2185                 | 713-436-8333              | milonthibodeaux@gmail.com          |
| Hispanic Contractors Association - Houston                          | 7 Parker Road, Houston, TX 77076   | 832-883-5078                 | Use email                 | randymagdaleno@yahoo.com           |
| Hispanic Contractors Association – San Antonio                      | 8300 Pat Booker, RM 233 Live Oak, San Antonio, TX 78233  | 210-444-1100                 | 210-444-1101              | dave@headesa.org                   |
| Hispanic Contractors Association – Regional                         | 2210 W. Illinois Avenue, Dallas, TX 75224-1636   | 972-786-0909                 | 972-786-0910              | yolanda@regionalhca.org            |
| Houston Hispanic Chamber of Commerce                                | 1801 Main Street, Suite 890, Houston, TX 77002   | 713-644-7070                 | 713-644-7377              | mzarate@houstonhispanicchamber.com |
| Houston Minority Supplier Development Council                       | Three Riverway, Suite 555, Houston, TX 77056   | 713-271-7805                 | 713-271-9770              | angela.freeman@hmsdc.org           |
| National Association of Minority Contractors Inc. – Houston         | 3825 Dacoina St., Houston, TX 77092  | 713-843-3791                 | 713-843-3743              | info@namctexas.org                 |
| San Antonio Hispanic Chamber of Commerce                            | 200 East Grayson, Suite 203, San Antonio, TX 78215   | 210-225-0462                 | 210-225-2485              | briannad@sahcc.org                 |
| Southwest Minority Supplier Development Council                     | 912 Bastrop Highway, Ste. 101, Austin, TX 78741<br>4100 NW Loop 410 Ste 230, San Antonio, TX 78229 | 512-386-8766<br>512-659-2160 | 512-386-8988<br>Use email | smsdc@smsdc.org<br>xenia@smsdc.org |
| Texas Association of African American Chambers of Commerce (TAAACC) | P.O. Box 13064, Austin, TX 78711-3064  | 512-535-5610                 | Use email                 | taaaccl79@yahoo.com                |
| Texas Association of Historically Underutilized Businesses          | P.O. Box 684726, Austin, TX 78768-4726   | 512-468-0113                 | 915-5857751               | rmata@tgsaustin.com                |
| Texas Association of Mexican American Chambers of Commerce (TAMACC) | P.O. Box 41780, Austin, TX 78704   | 512-444-5727                 | 512-444-4929              | panton@tamacc.org                  |
| Tri-County Black Chamber of Commerce                                | P.O. Box 88376, Houston, TX 77288  | 832-875-3977                 | 281-336-0870              | procurement@tcbcc.org              |
| U.S. Hispanic Contractors Association de Austin                     | 920 E Dean Keeton, Austin, TX 78705  | 512-922-0507                 |                           | info@ushca-austin.com              |
| U.S. Pan Asian American Chamber of Commerce SW                      | 202 E. Border Street, Suite 144, Arlington, TX 76010   | 682-367-1393                 | 817-469-9485              | gmcdermott@uspaacc-sw.org          |
| Women's Business Council - Southwest                                | 2201 North Collins, Suite 158, Arlington, TX 76011   | 817-299-0566                 | 817-299-0949              | asteele@wbcsouthwest.org           |
| Women's Business Enterprise Alliance (WBEA)                         | 9800 NW Frwy, Suite 120, Houston, TX 77092   | 713-681-9232                 | 713-681-9242              | bids@wbea-texas.org                |
| Women Contractors Association (WCA)                                 | 134 Vintage Park Blvd, Houston, TX 77070   | 713-807-9977                 | 713-807-9917              | director@womencontractors.org      |



## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUB SUBCONTRACTOR LISTING - HALFWAY HOUSE SERVICES

| Company Name                  | Contact Person           | Address                   | City          | Zip        | Email                                | Phone        | Fax          | Business Description   |
|-------------------------------|--------------------------|---------------------------|---------------|------------|--------------------------------------|--------------|--------------|--|
| 1ST GOODSPEED SUPPLY COMPANY  | Brian Scott              | 11915 LONGWOOD GARDEN WAY | HOUSTON       | 77047      | bbscottbb44@gmail.com                | 832-651-0979 | 866-497-4931 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.              |
| 3CP SUPPLY, LLC               | Cherie Kane              | PO BOX 769                | FULSHEAR      | 77441      | cherie@threechickspackin.com         | 832-771-5643 | 281-533-9410 | General merchandise supplier: building supplies, janitorial supplies, paper supplies, and office supplies.               |
| 3RD I PROCUREMENT, LLC.       | Gwen Mitchell            | 4007 FLOYD ST             | HOUSTON       | 77007-5721 | gmitchell@fourindustrialsupplies.com | 832-287-9949 | 713-426-2483 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.              |
| A TURTLE LOVES ME             | Michelle Matta           | 2709 ELK GROVE RD.        | CARROLLTON    | 75007-5408 | michelle@aturtlelovesme.com          | 214-918-8502 | 972-245-0931 | All Other Miscellaneous Store Retailers (except Tobacco Stores)  |
| ABC LAMINATION BINDERY        | Cheryl or John Prochaska | 501 W POWELL LN STE 316   | AUSTIN        | 78753      | abclaminationbindery@gmail.com       | 512-835-2700 | 512-835-2701 | Custom Tabs, Book Coil & Wire Binding Lamination, Reinforce sheets, double stick tape etc                                |
| ABODE TREATMENT INC           | MCKINLEY JR.             | 2018 EVANS AVE            | FORT WORTH    | 76113      | abode76108@yahoo.com                 | 817-246-8677 | 817-922-9809 | SUBSTANCE ABUSE TREATMENT  |
| ABSOLUTE OFFICE PRODUCTS, LLC | Sue Finn                 | 1801 AUSTIN ST            | WICHITA FALLS | 76301-5222 | sfinn@aoffice.com                    | 940-704-8686 | 940-761-3920 | Office supplies, office furniture, ink, toner, cubicles, workstations, promotional items, layout and design, stationary. |
| ABUNDANT SUPPLY COMPANY       | Tiffany Williams-Parker  | 1793 BROADWAY ST          | BEAUMONT      | 77701      | williamst88@hotmail.com              | 409-893-0408 | 409-835-8909 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.              |

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| ACCELERATED SUPPLY COMPANY      | Cynthia Cade-Sanders           | 8217 CABOT ST           | HOUSTON     | 77078-2705 | accel.2013@yahoo.com           | 713-664-2255 |              | General merchandise supplier of: building supplies, janitorial supplies, paper supplies and office, school, and colleges supplies and furniture. |
| ADVANCE WORLDWIDE PRODUCTS, LLC | Patricia Jackson               | 7515 APACHE PLUME DRIVE | HOUSTON     | 77071      | rnpj@msn.com                   | 281-820-9500 | 713-155-9551 | OFFICE SUPPLIES.   |
| AHI ENTERPRISES, LLC            | Mark A. Nolan                  | 16120 COLLEGE OAK       | SAN ANTONIO | 78249-4043 | mark@ahitexas.com              | 210-653-7770 | 210-653-7766 | Office Supplies, Ink Cartridges, Toners, Janitorial Supplies, Furniture  |
| ALLSTAR BUSINESS CONCEPTS, LLC  | Kelly Ann Clancy/<br>President | 1208 SW 8TH AVE         | AMARILLO    | 79101-2014 | kaking@yform.com               | 806-418-4504 | 806-418-4550 | OFFICE SUPPLIES & PRODUCTS, OFFICE FURNITURE SUPPLIES & PRODUCTS, COMPUTER, COMPUTER SUPPLIES & PRODUCTS.  |
| AM SUPPLY COMPANY               | Andres J Leday                 | PO BOX 3004             | HOUSTON     | 77253      | ajleday@swbell.net             | 713-522-7520 | 713-522-9043 | General Merchandise supplier of: building supplies, janitorial supplies, paper supplies, and office supplies.                                    |
| AMERICAN RESOURCE               | Constance E Sowemimo           | 10757 SANDPIPER DR      | HOUSTON     | 77096      | cesowemimo@gmail.com           | 832-567-5084 |              | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office goods.   |
| ANGEL PRO SUPPLY                | Gloria Orakpo                  | 10815 ASHLAND BRIDGE LN | SUGAR LAND  | 77498-5045 | gorakpo@gmail.com              | 713-459-6465 | 281-498-3324 | General merchandise supplier of janitorial supplies, office supplies, paper supplies and building supplies.                                      |
| BAKER OFFICE PRODUCTS, INC.     | Peggy Wright McPeak            | P. O. BOX 1920          | LUBBOCK     | 79408      | mcpeak@bakerofficeproducts.com | 806-763-2500 | 806-747-1600 | office supplies, printing, and office furniture.   |
| BRB SUPPLY                      | Byron McKinney                 | 11807 CATALPA CIR       | HOUSTON     | 77065-1616 | BRBsupply@swbell.net           | 832-330-5752 |              | General merchandise supplier of janitorial supplies, office supplies, and paper supplies.  |

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| BT FRIENDLY SUPPLY               | Kelvin Spencer      | PO BOX 1551                     | STAFFORD    | 77497-1551 | keispen3@aol.com                 | 281-960-8876 | 281-498-5819 | General merchandise supply of colon building paper supplies, office supplies, janitorial supplies.                            |
| BTX-PRESS                        | Beverly Schaefer    | P. O. BOX 34595                 | SAN ANTONIO | 78265      | beverly@gmail.com                | 210-573-0693 | 210-545-2848 | Office supplies, printed forms, promotional products, add specialties, screen print/embry apparel                             |
| BUSINESS NEEDS AND SOLUTIONS     | Hollis Townsend     | 16919 ECHO H8R                  | FRIENDSWOOD | 77546      | busineedsol@yahoo.com            | 832-359-3992 |              | construction and installation for furniture and carpet. Custodial Services. Food Preparation/Catering.                        |
| BUTLER BUSINESS PRODUCTS, L.L.C. | Stacy Duke          | 6942 SIGNAT DR                  | HOUSTON     | 77041-2719 | sduke@butierbusinessproducts.com | 713-461-2938 | 713-468-3028 | Office Supplies, Furniture, Computer Supplies, Promotional Products, Cleaning and Breakroom Supplies.                         |
| C&G CONCEPTS LLC                 | C&G Concepts LLC    | 14432 BELLAIRE BLVD             | HOUSTON     | 77083      | cngconcepts1@yahoo.com           | 281-795-8154 |              | Supplier and General Contractor   |
| CAPITAL GOODS SUPPLY             | Daryl Stimley       | 1001 S DAIRY ASHFORD RD STE 100 | HOUSTON     | 77077      | capital.goods.supply@gmail.com   | 832-304-4065 | 832-408-7570 | General merchandise supplier of: janitorial, industrial, office and paper supplies.   |
| CBM ARCHIVES CO LLC              | Cookie Dodd         | 1779 WELLS BRANCH PKWY          | AUSTIN      | 78728-7090 | billing@cbmarchives.com          | 361-241-2310 | 361-242-9886 | Office supplies & technology and other related items  |
| CE WRIGHT ENTERPRISES, LLC       | CHARLES E. WRIGHT   | PO BOX 21631                    | BEAUMONT    | 77720-1631 | CEWRIGHT7497@GMAIL.COM           | 409-781-5282 | 409-892-3889 | Provider of office supplies and janitorial supplies.  |
| CMBC INVESTMENTS, LLC            | Pres./Kimberly Beck | PO BOX 37                       | GRAPEVINE   | 76099      | klmb@beofficesupply.com          | 817-328-1617 | 817-328-1627 | Office Supplies and Furniture Computer Supplies and Furniture Printing Supplies (Ink/Toner) Breakroom and Janitorial Supplies |

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| COMPUTER WHOLESALE PRODUCTS OF | Michelle Kalkhoff/VP-Marketing    | PO BOX 11309         | SPRING  | 77391-1309 | marketing@cwpa.com             | 800-421-0315 | 281-251-1394 | OFFICE SUPPLIES; PRINTER, FAX & COPIER SUPPLIES & EQUIPMENT; DATA STORAGE MEDIA; COMPUTER PERIPHERALS; PRINTER PARTS; EQUIPMENT LEASING, MAINTENANCE & SERVICE; JANITORIAL & SANITATION SUPPLIES; DOCUMENT SHREDDERS. |
| COSA, INC.                     | President/Karen Bogart            | 2209 DONLEY DR STE A | AUSTIN  | 78758-4515 | karen@getanedgeup.com          | 512-835-1891 | 512-835-9682 | office supplies, office furniture, ad specialty, breakroom/janitorial supplies.   |
| COVER 1 SUPPLY                 | Joaquin D. Garcia                 | 17 WAUGH DR UNIT 210 | HOUSTON | 77007-5836 | joaquindgarcia@gmail.com       | 713-269-9428 |              | General Merchandise Supplier; Janitorial Supplies; Office Supplies; Industrial Supplies   |
| CRAFT OFFICE SYSTEMS, INC.     | Nicole Lancto / CEO               | PO BOX 60473         | MIDLAND | 79711-0473 | sales@craftofficesystems.com   | 432-561-9118 | 432-563-5817 | Full line of office supplies, computer products, facility supplies, office furniture, breakroom and full service office coffee provider for equipment, maintenance and service.                                       |
| CREATIVE SUPPLY                | Dir of Operations/Richard Houston | 10677 BRAES BEND DR  | HOUSTON | 77071      | creativesupplies@yahoo.com     | 832-967-3332 |              | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.   |
| CROSBY OFFICE SUPPLIES         | Owner/Judith A. Sirocka           | P. O. BOX 1723       | CROSBY  | 77532      | sales@crosbyofficesupplies.com | 281-328-5838 | 281-328-5576 | Office Supplies, Office Furniture, Printing Services.   |
| D & S SUPPLIES                 | Dana Carmouche                    | 3927 HIGH POINT LN   | HOUSTON | 77053-1426 | dana_carmouche930@gmail.com    | 713-979-7035 | 281-537-1833 | General merchandise supplier of janitorial supplies, office supplies, personal hygiene products for men and women, oil and penetrating lubricants and paper products.   |

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| DERRAH MORRISON ENTERPRISES, LLC | Chelsea Derrah      | 1120 TORO GRANDE DR          | CEDAR PARK  | 78613-6974 | cderrah@dme-vet.com                  | 512-879-3088 | 512-219-0901 | office supplies  |
| DURAN AND DURAN                  | Dario E Duran       | 5390 WILSHIRE ST             | BEAUMONT    | 77703      | deduran44@hotmail.com                | 409-356-5193 | 409-356-5193 | General merchandise supplies, janitorial supplies, office supplies, paper supplies.                              |
| DUSTY RHODES SUPPLY COMPANY      | Beauford Rhodes     | 807 WHEELHOUSE DR            | STAFFORD    | 77477      | sar2success@aol.com                  | 832-687-5034 |              | General merchandise supplier of: building supplies, janitorial supplies, paper supplies and office supplies.     |
| EIS OFFICE SUPPLY                | Simon Lee           | 2030 W SAM HOUSTON PARKWAY N | HOUSTON     | 77043-2338 | simon@eisoffice.net                  | 713-484-7300 | 713-484-5634 | Office products, IT supplies, ink and toner cartridges, janitorial supplies, warehouse supplies office furniture |
| ELITE PRINT MANAGEMENT, LLC      | Andrea Chandler     | 208 W RUSK ST STE B          | ROCKWALL    | 75087      | achandler@eliteprintmanagemen.com    | 972-689-0191 |              | printers, printing supplies, paper, and office supplies  |
| ENSURE SUPPLY COMPANY            | Wendell Buggs       | 5315B FM 1960 WEST #253      | HOUSTON     | 77069-4403 | wrbuggs@aol.com                      | 832-971-4830 | 425-871-4830 | General merchandise supplier of janitorial, industrial, office and paper supplies.                               |
| ERIZON CENTRAL SUPPLY COMPANY    | Scoey Morris        | 16330 RUDDER DR              | CROSBY      | 77532      | ErizonCentralSupplyCompany@gmail.com | 281-402-9019 | 409-241-0871 | General merchandise supplier: building supplies, janitorial supplies, paper supplies, and office supplies.       |
| EVERY NEEDS SUPPLY COMPANY       | Walter L. Kelly, Sr | 5005 IRVING ST               | BEAUMONT    | 77705-5253 | flathead07111954@gmail.com           | 409-543-1138 | 409-212-9492 | supplier of building, janitorial, paper and office supplies.   |
| EVO SUPPLY COMPANY               | Emmitt Walton       | 1307 PEACHAM CT              | FRESNO      | 77545-9554 | info@evosupply.net                   | 832-449-6784 | 281-849-4636 | supplier of Tires, building suppliers, and paper products.   |
| EXORDIUM GOVERNMENT SUPPLY       | Robert E. Sells, II | 2105 DECATUR ST              | HOUSTON     | 77007-7640 | exordiumgovernmentssupply@gmail.com  | 713-487-9204 |              | General line supplier of office supply, janitorial supply, and paper products.                                   |
| FARR SERVICE & SUPPLY CO         | Clifford Morgan     | 6019 CLEARBROOK ST           | SAN ANTONIO | 78238      | cliff@farrsupply.com                 | 210-475-1118 | 210-888-2513 | Supplier of Industrial, Janitorial, Healthcare, Kitchenware & Non-Perishable Foods & Snacks.                     |

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| FIDELITY SUPPLY                      | Dundee Davis      | 8615 SUNRISE MEADOW LN | HOUSTON       | 77095-4997 | fidelitysupply@att.net    | 866-791-1476 | 866-791-1479 | General merchandise supplier: office supplies, janitorial supplies, and paper supplies.                      |
| FIREPOWER™                           | Mike Clanton      | 121 W HICKORY ST       | DENTON        | 76201-4190 | mclanton@firepower.com    | 817-262-3445 | 940-220-4657 | Printing services, Forms, Brochures, anything printed, Promotional items, Office Furniture, Office Supplies. |
| FIRST DOMINION SUPPLY SERVICES       | Kim Littles       | PO BOX 173             | MISSOURI CITY | 77459-0173 | kimanitalittles@gmail.com | 832-396-8599 |              | General merchandise supplier: building supplies, janitorial supplies, paper supplies and office supplies.    |
| FISHER SUPPLY COMPANY                | Kay Harris        | PO BOX 841676          | PEARLAND      | 77584      | kay@fishersupplyco.com    | 888-402-7779 | 888-367-3915 | General merchandise supplier: building supplies, janitorial supplies, paper supplies and office supplies.    |
| GEAN'S SUPPLY COMPANY                | Gloria J Baptiste | 131 SPELL ST           | HOUSTON       | 77022-2411 | gjeanbaptiste55@gmail.com | 832-236-6340 |              | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.  |
| GEMINI OFFICE PRODUCTS / FRIO DOLLAR | HENNA RAJA        | 202 S OAK ST           | PEARSALL      | 78061      | FRIODOLLAR@SBGLOBAL.NET   | 830-334-5592 | 830-334-3235 | Office supplies, school supplies   |
| GEMINI SUPPLY COMPANY                | Janice Harding    | PO BOX 2105            | MISSOURI CITY | 77459      | hardingjanice@hotmail.com | 832-969-3500 |              | General merchandise supplier: building supplies, janitorial supplies, paper supplies, and office supplies.   |
| GRACE SUPPLIERS                      | Sandra Taylor     | PO BOX 720137          | HOUSTON       | 77272      | gracesuppliers3@gmail.com | 281-495-4733 |              | General merchandise supplier of: building supplies, janitorial supplies, paper supplies and office supplies. |

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| GULF COAST REHABILITATIVE SERVICES, INC | santos ramirez        | 1231 AGNES ST STE A8   | CORPUS CHRISTI | 78401      | gcrs_tx@sbcglobal.net                 | 361-882-1413 | 361-882-1417 | Substance Abuse counseling, Anger Management, Family Counseling, Educational Presentations, Group Discussions and interventions. |
| H & H SUPPLY UNLIMITED                  | Robin Henry           | 2646 S LOOP W STE 505C | HOUSTON        | 77054-2665 | robinh@hnhcheckmate.com               | 877-550-0613 | 877-550-0613 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.                      |
| H. BLACK SUPPLY COMPANY                 | Harry Black           | 1127 MORNING CREEK LN  | LEAGUE CITY    | 77573-1894 | hdblack@live.com                      | 281-808-4834 | 800-764-8532 | General commodities supplier of janitorial supplies, office supplies and paper products.   |
| HARRLAND GLOBAL SUPPLY COMPANY          | Marylyn Harris        | 6706 OLD OAKS BLVD     | PEARLAND       | 77584-7140 | sales@harrland.com                    | 713-594-0179 | 713-513-5655 | general merchandise supplier of; janitorial supplies, office supplies & paper products.  |
| HONORE OFFICE PRODUCTS INC              | BRUCE HONORE          | P O BOX 494445         | GARLAND        | 75049      | HOPINC@FLASH.NET                      | 972-613-8661 | 972-613-9484 | FULL-LINE OFFICE SUPPLY DEALER   |
| HURRICANE OFFICE SUPPLY AND PRINTING    | LOIS KIGHT            | 25002 ARROW RIDGE      | SAN ANTONIO    | 78258      | hurricaneosp@yahoo.com                | 210-655-2210 | 210-491-2772 | OFFICE SUPPLY, COMPUTER SUPPLY & PRINTING  |
| INFINITE SUPPLIER                       | Tawanna Harding       | 12111 BROOK MEADOWS CT | MEADOWS PLACE  | 77477      | tawanna@infiniteupplier.com           | 713-823-2323 | 713-589-8696 | General merchandise supplier of: building supplies, janitorial supplies, paper supplies, and office supplies.                    |
| INNOVATIVE BUSINESS SERVICE, LLC        | Cheryl Harris-Brown   | 3027 MARINA BAY DR     | LEAGUE CITY    | 77573      | chbrown@innovativebusinessservice.com | 281-538-2132 | 281-538-2640 | Office, Janitorial, Personal Hygiene, Paper, Packaged Foods  |
| INSIGHTFUL RESOURCE MANAGEMENT          | Leslie Nwanjwo        | 515 S FRY RD STE A     | KATY           | 77450-9100 | insightfulresource@gmail.com          | 832-532-6800 | 832-532-6801 | General commodities and supplies, janitorial supplies, office supplies and paper products.                                       |
| JB'S TEACHER SUPPLIES                   | Magda Crawford, Owner | 602 S. WATER ST        | BURNET         | 78611      | mlcrawford@mail.com                   | 512-756-7290 | 512-756-7292 | School related supplies and office supplies, shipping and mailing services.  |

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| JDR SUPPLY                                  | Charlotte Rosette      | 11100 BRAESRIDGE DR<br>APT 1802 | HOUSTON          | 77071-<br>2154 | charlotterosette<br>@yahoo.com  | 281-435-<br>4755 |                  | General merchandiser supplier<br>of: janitorial supplies, office<br>supplies, and paper products.  |
| JK PROSPECTS, LLC DBA REID<br>OFFICE SUPPLY | Kristine Heart         | 1329 UNIVERSITY AVE             | HUNTSVILLE       | 77340-<br>4503 | kristi@reidoffice<br>supply.com | 936-293-<br>1200 | 936-293-<br>1223 | Office Supplies, Office<br>Machines, Office Equipment,<br>Office Furniture, Cleaning &<br>Janitorial Supplies, Health Care<br>Supplies, Breakroom Supplies   |
| JP ENTERPRISE                               | James L. Plummer       | 8535 FRAZIER DR                 | BEAUMONT         | 77707          | jamespenny@aol<br>.com          | 409-866-<br>2865 |                  | General merchandise supplier<br>of building supplies, janitorial<br>supplies, paper supplies and<br>office supplies.   |
| KATOH SUPPLY COMPANY                        | Kate Ohale             | 5800 HOLLISTER ST APT<br>1503   | HOUSTON          | 77040-<br>5754 | katohsupply@ya<br>hoo.com       | 832-641-<br>7955 | 713-996-<br>8410 | General merchandise supplier of:<br>building supplies, janitorial<br>supplies, paper supplies and<br>office supplies.  |
| LIGGINS SUPPLY COMPANY                      | Larry Liggins          | 3011 LEXINGTON LAKE<br>DR       | MISSOURI<br>CITY | 77459          | lbiglig@gmail.co<br>m           | 281-726-<br>8844 | 281-261-<br>5644 | General merchandise supplier<br>of: building supplies, janitorial<br>supplier, paper supplies and<br>office supplies.  |
| LSAGRACE SUPPLY COMPANY                     | Lilla S. Allen         | PO BOX 802592                   | HOUSTON          | 77280-<br>2592 | lsagrace7@gmail<br>.com         | 281-777-<br>3637 |                  | General merchandise supplier<br>of building supplies, janitorial<br>supplies, paper supplies and<br>office supplies.   |
| LUCKYDAY OFFICE SUPPLIES                    | CHRISTOPHER<br>NNOKWAM | PO BOX 498                      | PFLUGERVILL<br>E | 78691          | KRIS_J2002@YA<br>HOO.COM        | 512-990-<br>1301 | 512-990-<br>2350 | OFFICE SUPPLIES INCLUDING<br>REAM PAPERS, PENCILS, PENS,<br>CLIPS, MARKERS, BINDERS,<br>DIARIES, TABLETS/PADS,<br>ENVELOPES, HOLE PUNCHERS,<br>STAPLERS AND PINS, USB DISK<br>DRIVES, CD'S AND DVD'S,<br>FILING CABINETS, SCANNERS,<br>PHOTOCOPIERS, PRINTERS,<br>CALCULATORS. |

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| MANS DISTRIBUTORS INC.         | PURNIMA KARA        | 3120 KELLWAY DR. #108 | CARROLLTON    | 75006-3310 | sales@mans.us                  | 972-930-0330 | 972-248-6267 | Paper towels , toilet tissue, trash can Liners, Cleaning chemicals ,Brooms Mops and All Janitorial Products.   |
| MAYKOM SUPPLY COMPANY          | Jackson M Dzakuma   | 14 HIDDEN VIEW PLACE  | THE WOODLAND  | 77381      | jrndzakuma@gmail.com           | 281-203-8524 |              | General merchandise supplier of janitorial supplies, paper supplies, building supplies, and office supplies.   |
| MERIDIAN POINTE SUPPLY COMPANY | Lance Henderson     | 2712 BARONS COVE CT   | PEARLAND      | 77584-5562 | meridianpointesupply@gmail.com | 832-736-1221 |              | General merchandise supplier of janitorial supplies, office supplies, and paper goods.   |
| MONISCO ENTERPRISES            | MONICA SMITH        | 15068 REGAL OAK LN    | FRISCO        | 75035-6447 | moniscoent@gmail.com           | 310-403-2841 |              | General Contract, janitorial, medical and office supplies.   |
| N-DEMAND SUPPLY                | Rhoda Merrick       | 3414 HANSFORD PL      | PEARLAND      | 77584      | lawtellroots@yahoo.com         | 832-721-2452 | 832-485-9001 | General merchandise supplier of building supplies, paper supplies, janitorial supplies and office supplies.  |
| NATIONAL SUPPLY AGENCY         | Christopher Harding | 2215 MOUNTSHIRE DR    | MISSOURI CITY | 77489      | chrisharding00@gmail.com       | 281-896-5120 |              | General merchandise supplier of: building supplies, janitorial supplies, paper supplies and office supplies.   |
| NAVAJO OFFICE PRODUCTS LLC     | John Navarrete      | 1200 S. TAYLOR ST.    | AMARILLO      | 79101      | jjnav@navajo-office.com        | 806-331-1658 | 806-331-9210 | Marketing services in the office products industry including selling and installing office furniture, selling office supplies and designing office work environments |
| NOSSTOD, LLC                   | Samuel Dotson       | 7811 SAINT LO RD      | HOUSTON       | 77033      | swdotson@sbcglobal.net         | 832-623-6634 | 281-336-0870 | Supplier of Office Supplies and Janitorial Supplies.   |
| OFFICE EXPRESS, INC.           | Karen Rochester     | 2712 FINFEATHER RD    | BRYAN         | 77801      | orders@officeexpressinc.net    | 979-775-3992 | 979-779-7481 | OFFICE SUPPLIES & FURNITURE - Retail   |

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| OPTIMAL SUPPLY SERVICES INC       | Jacqueline Miller       | 2616 S LOOP W STE 671        | HOUSTON   | 77054-2662 | optimalsupply@sbcglobal.net     | 713-669-0299 | 713-669-0244 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.   |
| PALA SUPPLY COMPANY, INC.         | Paige Hughes            | 104 E US HWY 80 SUITE 160-73 | FORNEY    | 75126      | paige@bicpacks.com              | 972-635-3454 | 972-852-9786 | school and office products supplies, fine paper and copy paper supplier, art supplies, advertising products, promotional products, awards, incentives |
| PARIS DISCOUNT SUPPLIES           | Karen Paris             | 2811 BUGTUSSLE LN            | WEST      | 76691-1990 | Karenparis51@gmail.com          | 254-495-6296 |              | office supplies to plumbing and just about everything in between.   |
| PAYTON'S BLEND LLC                | Oscar Wendell Payton Sr | 4109 ENGLEWOOD ST            | HOUSTON   | 77026-4209 | paytonblend@hotmail.com         | 888-550-4619 |              | General merchandise supplier of coffee and related supplies, janitorial supplies, office supplies, paper products, and building supplies.             |
| POSITIVE PROOF, INC.              | Georgeann Berry         | 1209 OAKWOOD TRL             | SOUTHLAKE | 76092-9233 | georgeann@positive-proof.com    | 817-424-5268 | 817-481-7720 | School security software and child identification program   |
| PROCYON CAPITAL SUPPLY            | Dwon Matthews           | 4014 ELMWOOD DR              | PEARLAND  | 77584      | dwonmatthews@procyoncapital.com | 832-692-8473 | 832-476-1981 | building supplies, janitorial supplies, paper supplies and office supplies.   |
| QUALITY PRODUCTS SUPPLIER         | Cynthia Roberts         | 3705 PARKWOOD DR             | HOUSTON   | 77021-1509 | cynthia@qpsupplier.com          | 832-657-1604 | 713-741-1835 | General merchandise supplier of: janitorial, industrial, office, and paper supplies.  |
| R W GONZALEZ OFFICE PRODUCTS INC. | Support                 | 2929 LONGHORN BLVD           | AUSTIN    | 78758-7500 | support@gonzalezop.com          | 512-300-2300 | 512-300-2500 | Furniture, Toner, Paper, Shredder, Storage, Filing, Artwork, Green Products, First Aid, Office, Educational, School                                   |
| REGENCY SUPPLY COMPANY            | John Atoyebi            | 7627 HARVEST MILL LN         | RICHMOND  | 77407-1679 | atoyebijohn@aol.com             | 800-439-5045 | 800-411-0188 | general supplies, office supplies, janitorial supplies and paper products.  |

|  |                     |                                |               |            |                                  |              |              |   |
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| RME SUPPLY COMPANY                     | Rhonda J. Kelly     | 9435 LANDIS DR                 | BEAUMONT      | 77707-1152 | rhondajk69@gmail.com             | 888-839-8713 | 888-818-6455 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.   |
| S&M SUPPLY COMPANY                     | Shantel Y. Brown    | 12777 ASHFORD POINT DR APT 703 | HOUSTON       | 77082      | smsupplyco@gmail.com             | 281-406-0552 |              | General merchandise supplier of: building supplies, janitorial supplies, paper supplies and office supplies.  |
| S.A. SUPPLIERS                         | Salvador Wheeler    | 7334 FOXPORT LANE              | HUMBLE        | 77338      | jeromewheeler@hotmail.com        | 832-656-6904 |              | General merchandise supplier: building supplies, janitorial supplies, paper supplies, and office supplies.  |
| SANDERS & SANDERS GROUP ENTERPRISE LLC | Lisa Sanders        | 4000 PIONEER RD                | BALCH SPRINGS | 75180-5006 | erniesbbque@gmail.com            | 214-388-8010 | 469-533-1517 | Catering, Bookkeeping, Income Tax, Staffing, Office Supplies, Janitorial, Marketing   |
| SAVETECHS                              | Raymond Lee         | 6624 N 10TH ST                 | MCALLEN       | 78504-3399 | lee@savetechn.com                | 956-631-4600 |              | We offering Super Inkjet Systems as \$60 to \$80 per month for the all-in-one multi function printer with unlimited color ink supply and maintenance. |
| SCHOOL-MART, INC.                      | SANDRA SMITH        | DBA TEXAS BUSINESS PRODUCTS    | SAN ANTONIO   | 78210      | online@texasbusinessproducts.com | 210-534-8805 | 210-534-1885 | RESELLER OF OFFICE & SCHOOL SUPPLIES.   |
| SRM SUPPLY                             | Sharyon Barnes      | 4419 LONG CREEK DR             | FRESNO        | 77545-6063 | srmsupply@yahoo.com              | 832-865-8830 |              | General merchandise supplier of janitorial supplies, paper supplies and office supplies.  |
| STELLAR SUPPLY COMPANY                 | Kerwin C. Cox       | 2520 TRUXILLO ST               | HOUSTON       | 77004      | stellarsupply@att.net            | 469-438-3333 |              | General merchandise supplier: building supplies, janitorial supplies, paper supplies, and office supplies.  |
| STRATEGIC SUPPLY COMPANY               | Camellia R. Jackson | 5100 WESTHEIMER RD             | HOUSTON       | 77056      | cjackson@strategicupplyco.com    | 713-581-0734 | 713-588-8927 | General merchandise supplier of building supplies, janitorial supplies, paper supplies, and office supplies.  |

|  |                       |                         |            |            |                                  |              |              |   |
|--|-----------------------|-------------------------|------------|------------|----------------------------------|--------------|--------------|---|
| SUPERIOR SUPPLY COMPANY                  | Ruth                  | PO BOX 31152            | HOUSTON    | 77231      | hearne_ruth@yahoo.com            | 713-730-9487 |              | General commodities supplier of janitorial supplies, office supplies and paper products.  |
| T PACK, INC.                             | BRYAN THOMPSON        | 12110 LITTLE SORREL TRL | SAN ANGELO | 76904-4269 | BRY@QUINTEX.COM                  | 325-277-0677 | 325-277-2404 | Supply & transportation of labels, ribbon, tape, bags, strapping, foam pouches and cores.   |
| TIER ONE PARTNERS ALLIANCE, LLC          | Susie Gallagher       | 1120 TORO GRANDE DR     | CEDAR PARK | 78613-6974 | service@t1pa.com                 | 855-855-8172 |              | Office Supplies and Computer supplies   |
| TITAN OFFICE SUPPLIES LLC                | Aaron Ortiz           | 10617 FUQUA ST          | HOUSTON    | 77089      | aaron@titanofficesupplies.com    | 281-974-8941 |              | Office Supplies /Products Sales   |
| UNLIMITED SUPPLY COMPANY                 | Antionette Cunningham | 20406 JADE PARK DR      | RICHMOND   | 77407-4175 | unlimitedsupplycompany@gmail.com | 832-449-8019 | 281-232-8112 | General merchandise supplier of janitorial supplies, paper supplies, building supplies and laboratory supplies.                               |
| V-QUEST OFFICE MACHINES & SUPPLIES, LTD. | TARA L. BROWN         | PO BOX 157              | WEIR       | 78674      | tara@v-questtx.com               | 512-763-8800 | 512-763-8803 | Remanufactured Toner/Ink, Office Supplies, Barcode products   |
| WHITE GARDENS SUPPLY                     | Alawanda White        | PMB 103                 | HUMBLE     | 77396      | whitegardensupply@gmail.com      | 832-289-1937 |              | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.                                   |
| WILBORNCONNECTION                        | Willie Wilborn        | 15606 BROOKWOOD LAKE PL | SUGAR LAND | 77498-7143 | wilbornwillie@gmail.com          | 832-922-5439 | 281-498-0691 | General merchandise supplier: building supplies, janitorial supplies, office supplier, and paper supplies.                                    |
| WILTON'S OFFICEWORKS, LTD.               | LOCKE PACHALL         | P.O. BOX 5040           | BRYAN      | 77805-5040 | lpachall@wiltons.com             | 979-268-0062 | 979-268-0311 | Office furnishing, accessories, cubicals, space planning, interior design, office supplies, ergonomic chairs & accessories, on-line ordering. |

|                                       |                        |                      |           |            |                               |              |              |   |
|---------------------------------------|------------------------|----------------------|-----------|------------|-------------------------------|--------------|--------------|---|
| XPRESS BUSINESS PRODUCTS, INC.        | Abdul Rehman Farahshah | SUITE 2508           | HOUSTON   | 77092      | ray@xpressbp.com              | 281-953-9230 | 281-953-9059 | Supply of all Office Business Products, furniture and fixtures and computer products for business enterprises. A complete range of office products sol.   |
| XPRESS OFFICE PRODUCTS, INC.          | Karen Bartkowlak       | 304 W MAIN ST        | BREHAM    | 77833-3659 | karen@brenhamofficesupply.com | 979-836-5221 | 979-830-1944 | Office Products and Office Furniture  |
| YOUR AOP INC                          | akhtar                 | 5722 BINGLE RD STE B | HOUSTON   | 77092      | akhtarlakhani@yahoo.com       | 713-337-7330 | 713-337-7336 | office supplies   |
| ABS - A BEST SERVICES INCORPORATED    | olga monge             | PO BOX 284           | TEMPLE    | 76503-0284 | olga@abestservicesinc.com     | 800-586-4407 |              | On-Site DOT and NON DOT Drug and Alcohol testing  |
| ACCESS COUNSELING GROUP               | Irene Little           | 2600 K AVE STE 102   | PLANO     | 75074      | irene.little@yahoo.com        | 972-423-8727 | 972-423-8918 | Transdermal Alcohol Monitoring, House Arrest monitoring, GPS monitoring, Drug testing laboratory services & instant drug testing supplies and Chemical Dependency and Substance abuse Treatment Facility, Offender Education. |
| BURGOON COMPANY DBA EVCO PARTNERS, LP | Nancy Evans            | PO BOX 1168          | GALVESTON | 77553-1168 | office@burgooncompany.com     | 409-766-1900 | 409-766-1899 | sources and supplies AEDs, MRO, Safety, Lab, Medical, and Emergency Notice Supplies and Equipment.  |
| CENTRAL TEXAS MEDICAL EQUIPMENT       | Charles N. Miller      | AND SUPPLIES         | AUSTIN    | 78753      | ctmes@att.net                 | 512-451-9704 | 512-451-9760 | Distributor of Durable Medical Equipment & Supplies, Whole Sale RX drugs distributor, Nonprescription medication and nutritional foods Supplements  |
| COMPLIANCE DIAGNOSTIC EQUIPMENT, LLC  | Gaylyn Baird           | PO BOX 932           | BELTON    | 76513-0932 | garyb@ccctx.net               | 254-939-8826 | 254-939-9230 | Rental and leasing of drug and alcohol testing equipment and sale of reagents.  |

|                                       |                     |                           |             |            |                                 |              |              |  |
|---------------------------------------|---------------------|---------------------------|-------------|------------|---------------------------------|--------------|--------------|--|
| CUEVAS DISTRIBUTION, INC.             | Yolanda Cuevas      | P O BOX 164069            | FORT WORTH  | 76161-4069 | ycuevas@cuevasdistribution.com  | 817-626-7110 | 817-626-7316 | Laboratory, medical, safety supplies and equipment.  |
| EXPOTECH U.S.A., INC.                 | VIJAY DHINGRA       | 10700 ROCKLEY ROAD        | HOUSTON     | 77099-3516 | sales@expotechusa.com           | 281-496-0900 | 281-496-0400 | Laboratory and Instrumentation distributors.   |
| FAMILY TREE DNA & DRUG TESTING, INC.  | KELLY FREEMAN       | 6 OLD PRESIDIO DR         | MANVEL      | 77578-5601 | FAMILYTREEDNA<br>DRUG@GMAIL.COM | 713-213-7955 | 832-637-7052 | Drug and Alcohol testing. DNA testing.   |
| FOX SCIENTIFIC INC                    | Sales               | 8221 E FM 917             | ALVARADO    | 76009-6032 | darrins@foxscientific.com       | 800-369-5524 | 817-783-3571 | LABORATORY SUPPLIES, EQUIPMENT, CHEMICAL AND SPECIALTY CHEMICALS   |
| HOUSTON LASER & CHEMICAL SUPPLY, INC. | Alex Juarez         | PO BOX 924156             | HOUSTON     | 77292      | alexj@hlcsinc.com               | 281-955-0041 | 281-955-7210 | INDUSTRIAL, JANITORIAL, and LABORATORY CHEMICALS   |
| JACKSON AND ASSOCIATES INC.           | Pablo Szub          | PO BOX 630067             | HOUSTON     | 77263      | pablo@dealmedical.com           | 713-777-1155 | 713-777-1450 | Wholesaler/distributor of medical, surgical, pharmaceuticals, beauty, health and safety supplies and equipment |
| JEFFERSON MEDICAL SUPPLY, INC         | Sariya Crocker      | PO BOX 18403              | SAN ANTONIO | 78218-0403 | jeffersonmedical@att.net        | 800-580-7404 | 210-946-8204 | Medical Supplies and Pharmaceuticals Supplier  |
| KAMARK WHOLESALE                      | Kathy Howard        | 24502 LAKECREST BEND DR   | KATY        | 77493      | kathy@kamarkwholesale.com       | 832-231-5763 | 866-788-7578 | medical supplies, industrial supplies, building supplies, police and prison equipment                          |
| KEY SCIENTIFIC PRODUCTS INCORPORATED  | KAY BAITZ           | 1113 EAST REYNOLDS STREET | STAMFORD    | 79553-5909 | becky@keyscientific.com         | 325-843-1539 | 325-440-4208 | Manufacturer INVITRO DIAGNOSTIC Products.  |
| NATIONWIDE TESTING SYSTEMS            | Lezlie Claire Potts | 635 WEST 19TH STREET      | HOUSTON     | 77008-3656 | lezlie@nationwidetestingsys.com | 713-869-8378 | 713-869-9649 | Specimen Collections for drug test, alcohol screening, DNA paternity test; Rapid Alcohol and Drug Testing      |
| PRODUCTS UNLIMITED, INC.              | Julie Prcin         | P O BOX 339               | JUSTIN      | 76247-0339 | sraithel@products-unlimited.com | 940-648-3073 | 940-648-3407 | Medical Laboratory, safety supplies and Equipment.   |

|                                       |                    |                            |            |            |                            |              |              |  |
|---------------------------------------|--------------------|----------------------------|------------|------------|----------------------------|--------------|--------------|--|
| RICHIE INTERESTS, INC. DBA            | Dana M. Richie     | SOURCE 1 SOLUTIONS         | AUSTIN     | 78757      | dana@source1-solutions.com | 512-918-3400 | 512-918-3403 | Urine, Hair, Saliva drug testing, alcohol testing, employment screening, criminal background checks, DNA/Paternity testing   |
| RME SUPPLY COMPANY                    | Rhonda J. Kelly    | 9435 LANDIS DR             | BEAUMONT   | 77707-1152 | rhondajk69@gmail.com       | 888-839-8713 | 888-818-6455 | General merchandise supplier of building supplies, janitorial supplies, paper supplies and office supplies.  |
| SCAN TESTING DBA S.A.F.E DRUG TESTING | Barbara Scannell   | 2912 W DAVIS ST STE 140    | CONROE     | 77304-2042 | barbara@safedrugs.net      | 936-756-7111 | 936-756-2390 | Drug & Alcohol Testing   |
| SIMBA INDUSTRIES                      | Vickie Kasten      | PO BOX 3141                | GRAPEVINE  | 76099-3141 | sales@simbaindustries.com  | 817-251-4800 | 817-722-8377 | Industrial supplies of all categories  |
| VES INTERNATIONAL TEXAS INC           | YUSUF TADIA        | 11050 PLANO RD             | DALLAS     | 75238-1324 | yusuf@vesi.com             | 214-343-3786 | 214-343-2678 | Medical, Surgical, Lab equipment & Supplies  |
| 24/7 MOBILE DRUG & ALCOHOL TESTING    | Gregory A. Kleidon | 5908 HAVEN LAKE WAY        | FORT WORTH | 76244      | 24.7drugtesting@gmail.com  | 817-975-0861 | 817-482-1301 | DOT & NON-DOT ON-SITE DRUG TESTING COLLECTIONS AND BREATH ALCOHOL TESTING.   |
| 4 SONS TRUCKING INCORPORATED          | Wannika Muhammad   | 912 E. CALHOUN AVE         | WACO       | 76704      | Wannikam@yahoo.com         | 254-339-4476 | 254-757-2548 | Commercial Trucking Business.  |
| A BETTER CHOICE EDUCATION PROGRAM     | Kimberley L. Toyne | 133 N. HENRY ST.           | LANCASTER  | 75146      | ktoyne@yahoo.com           | 972-218-8222 | 972-218-8222 | Alcohol & Tobacco Ed. Awareness to Minors. DWI-Repeat Offender Program & administer Substance Abuse Screening. We provide 12 wk. Anger Management Group, Family & Pre-Marital Counseling, Parenting Classes, Substance Abuse Counseling. |
| ACCURATE DRUG & ALCOHOL TESTING, INC. | Desiree Perreault  | 10039 BISSONNET ST STE 120 | HOUSTON    | 77036-7838 | desiree_adat@att.net       | 713-772-2328 | 713-772-2329 | Drug & alcohol testing, DNA testing, hair testing for drugs, drug & alcohol awareness education, drug collector training, breath alcohol collector training.   |

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|---|-------------------------|--------------------------|------------|------------|-------------------------------|--------------|--------------|---|
| AUDREY MUEHE, PH.D., P.C. & ASSOCIATES  | Dr. Audrey Muehe        | 427 W. 20TH ST           | HOUSTON    | 77008      | amuehe@mueheandassociates.com | 713-628-6500 | 713-660-0621 | perform psychological evaluations, neuropsychological evaluations, psycho-educational batteries and counseling (psychotherapy) for adults, adolescents and children.  |
| AUSTIN MOBILE DRUG TESTING              | Peggy Smith             | 402 W PALM VALLEY BLVD   | ROUND ROCK | 78664      | amdtoftexas@yahoo.com         | 512-507-5983 | 877-301-0786 | Drug and Alcohol Testing for the Dept of Transportataion, TDLR and General Workforce Companies. Consortium/Third Party Administration. DNA/Paternity Testing, Supervisor Training for Reasonable Suspicion, Substance Abuse Professional Services |
| BLAKEMAN AND ASSOCIATES                 | Linda Valigura Williams | 18919 FREEPORT DR        | MONTGOMERY | 77356-4446 | linda@blakemandassociates.com | 936-582-2900 | 936-582-2901 | l Consulting, Audits & Training. On-Site Drug Tests, DOT Training, OSHA Training in english and spanish   |
| C.C.I. THERAPY COUNSELING CENTERS, P.C. | Olga Flores             | 1001 E TYLER AVE STE B   | HARLINGEN  | 78550-7135 | ccitherapy2010@hotmail.com    | 956-423-1194 | 866-394-0482 | Family and Individual Counseling for Substance Abuse, behavioral and mental health treatment. Certified instructor for Drug Offenders, Nicotine, Anger Management, Parenting, and Pain Management.  |
| CLEAN SLATE                             | EDWIN SIMS              | 1101 E PARMER LN APT 201 | AUSTIN     | 78753-3434 | ESIMS1101@GMAIL.COM           | 512-659-4038 |              | Drug testing services.  |
| COMPLIANCE DIAGNOSTIC EQUIPMENT, LLC    | Gaylyn Baird            | PO BOX 932               | BELTON     | 76513-0932 | garyb@ccctx.net               | 254-939-8826 | 254-939-9230 | Rental and leasing of drug and alcohol testing equipment and sale of reagents.  |
| CONFIDENTIAL DRUG TEST                  | Ricardo Arguelles       | 2727 WYOMING SUITE D.    | EL PASO    | 79903      | cdthealth@sbcglobal.net       | 915-532-4648 | 915-532-4953 | Drug Testing, Paternity test, DNA collections   |

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|---|--------------------|----------------------------|----------------|------------|---------------------------------|--------------|--------------|--|
| CONNIE D. HAGEN, INC.                   | Twyla Lewis        | 450 E. LOOP 281            | LONGVIEW       | 75605-7936 | twyla.lewis@datcs.com           | 903-234-1136 | 903-234-9060 | Drug testing; Urine testing; Nail testing; Hair testing; DNA testing; Paternity testing; Random Drug Testing Program; DOT Compliance Services                          |
| EATON SECURITY & ASSOCIATES, INC.       | Lisa Eaton         | 300 AVENUE N               | MARBLE FALLS   | 78654-5626 | LEATON@EATONSECURITY.COM        | 830-693-7701 | 830-201-4165 | DOT AND NON-DOT DRUG AND ALCOHOL TESTING SERVICES.   |
| ELITE COUNSELING                        | DEBORAH JOHNSON    | 410 S. MAIN AVENUE STE 201 | SAN ANTONIO    | 78204      | djohnson@elitecounseling.com    | 210-822-9493 | 210-822-8733 | Adolescent and adult drug and alcohol counseling.  |
| FAMILY TREE DNA & DRUG TESTING, INC.    | KELLY FREEMAN      | 6 OLD PRESIDIO DR          | MANVEL         | 77578-5601 | FAMILYTREEDNA<br>DRUG@GMAIL.COM | 713-213-7955 | 832-637-7052 | Drug and Alcohol testing. DNA testing.   |
| FORWARD EDGE, INC.                      | Mark Laurel        | 1209 GENOA RED BLUFF       | PASADENA       | 77504      | mark@forwardedgeinc.com         | 713-920-1335 | 713-920-1442 | Third party administrator of drug and alcohol testing.   |
| FOUR STAR HEALTH AND SAFETY, LLC        | Charles W. Hebert  | 3649 LEOPARD ST STE 301    | CORPUS CHRISTI | 78408-3251 | drhebert1.tie@txindeval.com     | 855-944-7827 | 361-371-0558 | Occupational Health Evaluations Drug/Alcohol testing and Safety Training   |
| GLOBAL DRUG & ALCOHOL SOLUTIONS, INC.   | Charlotte M. Moses | 1909 JEFFERSON DRIVE       | PORT ARTHUR    | 77642      | charal217@yahoo.com             | 409-962-2266 | 409-962-2623 | Drug screening facility in the Port Arthur area providing drug, breath and alcohol testing.  |
| GULF COAST REHABILITATIVE SERVICES, INC | santos ramirez     | 1231 AGNES ST STE A8       | CORPUS CHRISTI | 78401      | gcrs_tx@sbcglobal.net           | 361-882-1413 | 361-882-1417 | Substance Abuse counseling, Anger Management, Family Counseling, Educational Presentations   |
| INTEGRITY DRUG TESTING, LLC             | Julie Stewart      | 150 WILLOW CREEK DR.       | WEATHERFORD    | 76086      | julies@integritydrugtest.net    | 817-599-5826 | 888-329-9815 | Drug Testing   |
| J. CANAVATI AND CO. LLC.                | Jorge Canavati     | 1770 SKYPLACE BLVD STE 305 | SAN ANTONIO    | 78216-2869 | jc@canavati.com                 | 210-254-5257 |              | international logistics & international commerce services. Agents & Representatives. Consulting. Business Development & Project Development in logistics and commerce. |

|                                  |                     |                               |          |            |                                   |              |              |  |
|----------------------------------|---------------------|-------------------------------|----------|------------|-----------------------------------|--------------|--------------|--|
| JAY AND KAY INTERNATIONAL, LLC   | Turkessa M. Gandy   | 2416 WINGREN RD               | IRVING   | 75062      | turkessagandy@rocketmail.com      | 469-671-8161 |              | Janitorial Services and Supplies<br>Casemanagement, Case Aid   |
| JUNTOS CAMINAREMOS INC.          | Graciela Martinez   | PO BOX 3129                   | LAREDO   | 78044      | juntoscaminaremos@gmail.com       | 956-723-4488 | 956-723-3029 | Chemical dependency treatment, education and intervention services for adults and adolescents and SAP services   |
| L&M TESTING SERVICES             | Matthew Galan       | 208 S MARIENFELD ST           | MIDLAND  | 79701      | galan.matthew@gmail.com           | 432-218-7643 | 432-687-3972 | DOT/Non-DOT Drug Tests, Saliva Alcohol Tests, Hair Follicle Tests, Random Program Services for DOT Compliance.   |
| LORD & TONA, LLC                 | Tone Trondsen       | 1717 TURNING BASIN DR STE 148 | HOUSTON  | 77029-4050 | tona.trondsen@usamdt.com          | 832-572-5577 | 832-572-5788 | Speciman Collection for Drug Test, Alcohol Screening, Urine Testing, and Saliva  |
| MISHLER & ASSOCIATES COUNSELING  | Silvia Mishler      | AND EDUCATION, LLC            | CONROE   | 77301-1243 | drsilviamishler@suddenlink.net    | 936-648-7908 | 936-828-3482 | counseling and substance abuse services including an Intensive Outpatient Program for adults and anger management.   |
| NATIONWIDE TESTING SYSTEMS       | Lezlie Claire Potts | 635 WEST 19TH STREET          | HOUSTON  | 77008-3656 | lezlie@nationwidedetestingsys.com | 713-869-8378 | 713-869-9649 | Specimen Collections for drug test, alcohol screening, DNA paternity test; Rapid Alcohol and Drug Testing  |
| NEW BEGINNINGS BEHAVIORAL HEALTH | Arabella Avila      | SERVICES INC.                 | EDINBURG | 78539      | egutierrez111@hotmail.com         | 956-381-1189 | 956-381-1904 | Human Services including alcohol and drug prevention/testing. Case management, correctional, Court Intervention. Mental Health Services, parenting intervention. |
| OASIS MEDICAL CENTER             | KEITA WARREN        | 388 W LITTLE YORK RD          | HOUSTON  | 77076-1303 | KEITAWARREN@HOTMAIL.COM           | 832-230-0189 |              | SUBSTANCE ABUSE, MEDICAL SERVICES, HIV, TB TESTING., IMMUNAZATIONS FOR THE STATE, HOSPICE, HOME HEALTH, PAS SERVICES   |

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|--|--------------------|--|----------------|------------|--------------------------------|--------------|--------------|--|
| OCEAN BREEZE OCCUPATIONAL SOLUTIONS    | JayLynne Touchton  | 2106 CENTER ST                           | DEER PARK      | 77536      | OceanBreezeSolutions@yahoo.com | 281-478-4609 | 877-378-4007 | drug and alcohol testing, policy development, DOT compliance, and soon to offer occupational health testing.                 |
| ONE SOURCE TOXICOLOGY LABORATORY, INC. | Romeo Laurel       | 1213 GENOA RED BLUFF RD                  | PASADENA       | 77504      | mgilbert@onesourcetox.com      | 713-980-1079 | 713-980-0258 | DHHS/SAMHSA Certified Forensic Drug and Alcohol Testing Laboratory. OST provides substance abuse urine screenin              |
| PROFESSIONAL SAFETY ASSOCIATES, INC.   | Maria Bustamante   | 2209 NORTH PADRE ISLAND DRIVE            | CORPUS CHRISTI | 78408-0333 | jbustamante@psaisafety.com     | 361-241-9423 | 713-513-5337 | Health, safety, and technicians, consulting. Safety training.  |
| PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE | RONALDO MUNOZ      | 624 N TIO                                | WESLACO        | 78596      | ronnie6199@gmail.com           | 956-968-7065 | 956-968-7065 | Drug and Alcohol Testing   |
| QUALITY CONTROL TESTING, INC.          | Kay McPherson      | 709 C HWY 35                             | PORT LAVACA    | 77979-4406 | qct@cableone.net               | 361-553-7080 | 361-553-7025 | Drug & Alcohol substance abuse testing.  |
| R. WILLIAMS AND ASSOCIATES COUNSELING  | Reashelle Williams | CONSULTING AND EDUCATIONAL SERVICES, LLC | CONROE         | 77305-0955 | reashelle@rwacces.com          | 936-202-2445 | 936-647-1818 | alcohol and substance abuse consulting, counseling, educational and out patient treatment program for men, women and youths. |
| RAQUEL C PALACIOS CAD, SERVICES        | Raquel c. Palacios | 1315 DEL RIO BLVD                        | EAGLE PASS     | 78852      | palacios1@awesomenet.net       | 830-773-4333 | 830-773-4334 | alcohol and drug testing services, DOT & NON DOT   |
| RCES                                   | Patricia A Zapata  | 206 E FREDRICKSBURG RD                   | SAN ANTONIO    | 78212      | info@rces.co                   | 210-225-8400 | 210-225-8405 | Custodial and Janitorial Services<br>General Maintnace   |
| RESOURCE EDUCATION CENTER COMPANY      | Leonard Marshall   | 18062 FM 529 #130                        | CYPRESS        | 77445      | resourceedcenter@yahoo.com     | 281-463-9292 | 281-463-9295 | Mental Health & Substance Abuse prevention   |
| RICHIE INTERESTS, INC. DBA             | Dana M. Richie     | SOURCE 1 SOLUTIONS                       | AUSTIN         | 78757      | dana@source1-solutions.com     | 512-918-3400 | 512-918-3403 | Urine, Hair, Saliva drug testing, alcohol testing, employment screening, criminal background checks, DNA/Paternity testing   |
| S A CATERING CONXEPTS, LLC             | Pete Rodriguez     | 13059 GROVE PT                           | SAN ANTONIO    | 78253-5755 | pete@sacatering.com            | 210-724-9729 |              | catering services  |

|  |                   |                        |                   |       |                               |              |              |   |
|--|-------------------|------------------------|-------------------|-------|-------------------------------|--------------|--------------|---|
| SNAPPY SNACKS MOBILE CATERING          | TOMMY RAMSEY, JR. | 15630 VISION DRIVE     | PFLUGERVILLE<br>E | 78660 | snappysnacks@adol.com         | 512-251-6544 | 512-251-1744 | Food Service, Mobile Industrial Catering-white collar and blue collar, concessions. |
| TDT DRUG TESTING SERVICES, LLC         | Teri D Guillory   | 3160 FANNIN ST STE 116 | BEAUMONT          | 77701 | teriguillory@tdtts.com        | 409-880-5379 | 800-997-9150 | TDT provide Drug and Alcohol Testing  |
| THE FRENCH CORNER CATERING INC         | MICHELINE HADDAD  | 1104 OLD SPANISH TRAIL | HOUSTON           | 77054 | micheline@thefrenchcorner.com | 713-398-9627 | 832-778-9974 | FOOD SERVICE BUSINESS THAT PROVIDES CATERING SERVICES                               |
| Jennifer Gaines Kimich - June 18, 2015 |                   |                        |                   |       |                               |              |              |   |

|    | <b>STANDARD</b>   | <b>ACCEPTABLE</b>   | <b>UNACCEPTABLE</b>  | <b>PAYMENT ADJUSTMENT CALCULATION</b>  |
|----|---|---|--|--|
| 1. | The Contractor shall ensure each eligible Offender is provided five (5) job searches or interviews each week.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Offender not provided the required job searches or interviews per week.            |
| 2. | The Contractor shall provide written documentation weekly of all Offenders failing to complete five (5) job searches/appointments/interviews with prospective employers per week and shall maintain documentation of notification in the Offender's file.   | 100%  | Less than 100%   | Reduce by \$50.00 per Offender for each week the Contractor fails to provide written notification to the supervising officer.  |
| 3. | The Contractor shall provide transportation for each Offender in accordance with the scheduling determined by the Department.   | Offender transportation provided per scheduled transport destination in less than or within two (2) hours of the Department scheduled time or prior to 5 p.m. of the scheduled date if no time has been designated. | Offender transportation provided per scheduled transport destination in more than two (2) hours of the Department scheduled time or after 5 p.m. of the scheduled date if no time has been designated. | Reduce by \$100.00 per Day for each scheduled transport with transportation delays for each full or partial day that transportation is delayed.                                |
| 4. | The Contractor shall staff all positions with fully qualified employees, including special certification and licenses where applicable.   | Less than or equal to sixty (60) Days   | Greater than sixty (60) Days   | Reduce by an Average Daily Salary (see Attachment A) for each Day a vacancy exceeds the sixty (60) Day acceptable allowance for filling a position.                            |
| 5. | The Contractor shall obtain from the Department and maintain a copy in employee files, the written results of a satisfactory, current (within thirty (30) days) criminal background investigation prior to an employee having direct contact with Offenders. This applies for both the initial employment and the re-hire of all staff. | 100%  | Less than 100%   | Reduce by \$50.00 for each Working Day an employee physically worked in direct contact with Offenders without a current, satisfactory clearance letter in their employee file. |
| 6. | The Contractor shall obtain from the Department and maintain a copy in employee files, prior written approval to hire all Upper-Level Management staff.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) for each Day the position was filled with a non-approved individual.  |
| 7. | The Contractor shall maintain valid current insurance policies.   | Valid current insurance policies.   | Lapsed policy or policy not meeting Section H.1 requirements.  | Reduce by \$1,000 per Day for which mandated insurance coverage was not in effect. The Contractor has twenty (20) Days to cure before this becomes an Event of Default.        |
| 8. | Notification is provided to the Department of all Offender injuries, incidents or issues relative to the health, safety and welfare of the Offender.  | 100%  | Less than 100%   | Reduce by \$10.00 for each incident where the Contractor fails to notify the Department immediately upon learning of the event.  |

| STANDARD  | ACCEPTABLE  | UNACCEPTABLE   | PAYMENT ADJUSTMENT CALCULATION   |
|---|---|--|--|
| 9. The Contractor shall conduct drug test of Offenders currently assigned to the Community Residential Facility.  | The Contractor drug tests 100% of the Offenders currently assigned to the Community Residential Facility with the exception of inaccessible Offenders or non-compliant Offenders with documentation of Parole Officer notification within required time frames. | The Contractor conducts less than 100% of the required drug tests. | The Contractor shall be assessed \$25.00 per each Offender not drug tested within required time frame.   |
| 10. The Contractor shall complete an intake on each Offender within twenty-four (24) hours of arrival at the Community Residential Facility.  | 100%  | Less than 100%   | Reduce by \$10.00 per Day/per Offender for each Day an intake is not completed as required.  |
| 11. The Contractor shall develop an employment plan for each Offender within five (5) Working Days from intake completion.  | 100%  | Less than 100%   | The Contractor shall be assessed \$10.00 per Day/per Offender for each Employment Plan not completed as required.  |
| 12. The Contractor shall ensure that each new Offender completes orientation and receives all required elements.  | 100%  | Less than 100%   | The Contractor shall be assessed \$25.00 per Offender for each Day that all required orientation elements are not completed and/or received.   |
| 13. The Contractor shall submit a written response to the Department detailing the corrective action taken to address any items of non-compliance within twenty (20) Days of receiving written notice of the item(s) from the Department. | Less than or equal to twenty (20) Days from the first response.   | Greater than twenty (20) Days days from the first response.        | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day past the acceptable response time.   |
| 14. The Contractor shall correct all identified areas of non-compliance, as identified by the Department, within twenty (20) days or by the date of a Department approved extension.  | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day an issue of non-compliance is not corrected within twenty (20) Days or by the date of a Department approved extension. |
| 15. The Contractor shall correct all identified areas of non-compliance, as identified by a Government regulatory agency.   | 100%  | Less than 100%   | Reduce by an Average Daily Salary (see Attachment A) of the Facility Administrator for each Day an issue of non-compliance is not corrected by the Government regulatory agency's deadline.                            |

The Department has the right to withhold the monthly payment or temporarily suspend some or all of the payment adjustments identified in the above table.

Decisions to suspend payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter. Decisions and notifications to reinstate payment adjustments will be handled in a similar manner.

## Average Daily Salary Schedule

| Position Description   | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 |
|--|--------|--------|--------|--------|--------|--------|
| Program Director / Facility Administrator<br>Asst Program Director / Asst Facility Administrator             | \$ 231 | \$ 238 | \$ 245 | \$ 253 | \$ 260 | \$ 268 |
| LVN/Nurse  | \$ 186 | \$ 191 | \$ 197 | \$ 203 | \$ 209 | \$ 215 |
| Business Manager / Accountant<br>Employment Specialist / Human Resources                                     | \$ 139 | \$ 144 | \$ 148 | \$ 152 | \$ 157 | \$ 162 |
| Education / Life Skills  | \$ 132 | \$ 136 | \$ 140 | \$ 144 | \$ 148 | \$ 153 |
| Food / Laundry Services Staff  | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Client Monitor / Case Manager / Operations Supervisor<br>Client Monitor Supervisor / Case Manager Supervisor | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Unit Support (Maintenance / Intake / Transportation)   | \$ 120 | \$ 123 | \$ 127 | \$ 131 | \$ 135 | \$ 139 |
| Administrative Assistant / Clerk / Receptionist  | \$ 132 | \$ 136 | \$ 140 | \$ 144 | \$ 148 | \$ 153 |

**Child Safety Zone Certification**

Texas Department of Criminal Justice Contracted Community Residential Facility.

Facility (or Contractor) Name and Location(s):

I certify that the above listed facility \_\_\_\_\_ *is* (or) \_\_\_\_\_ *is not* located in a child safety zone.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
POLICIES AND PROCEDURES LIST**

- |     |                                       |   |
|-----|---------------------------------------|---|
| 1.  | Board Rule-195.41                     | Community Residential Facilities  |
| 2.  | TDCJ Personnel Directive - 04         | Consultant /Contract Employee Information Confidentiality                     |
| 3.  | TDCJ Personnel Directive - 17         | Drug Free Workplace   |
| 4.  | TDCJ Personnel Directive - 26         | Nepotism  |
| 5.  | TDCJ Personnel Directive - 27         | Employee Status Pending Resolution of Criminal Charges or a Protective Orders |
| 6.  | TDCJ Personnel Directive -29          | Sexual Misconduct with Offenders  |
| 7.  | TDCJ Personnel Directive - 75         | Applicants with Pending Charges or Prior Criminal Convictions                 |
| 8.  | TDCJ Administrative Directive – 07.11 | Use of Offender Labor for Community and Public Work Projects                  |
| 9.  | TDCJ Administrative Directive – 14.58 | Deposit Procedures for the Unit Clearing Account                              |
| 10. | Parole Division Policy - 3.2.12       | Releasee Employment   |
| 11. | Parole Division Policy - 4.1.3        | Processing Violations of Release After Hours                                  |
| 12. | TDCJ Access to Courts Manual          |   |
| 13. | TDCJ Food Service Manual              |   |

NOTE: This list is subject to change and/or additions at the sole discretion of the Department and is not all inclusive.

**REVENUE IDENTIFICATION FORM**

**INDICATE BELOW THE SOURCE OF THE RETURNED MONEY:**

TELEPHONE REVENUE: \$ \_\_\_\_\_

COMMISSARY PROFITS: \$ \_\_\_\_\_

FOUND/CONFISCATED MONEY: \$ \_\_\_\_\_

OTHER (Please Specify): \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SEND THE CHECK(S) AND/OR MONEY ORDER(S) WITH THE COMPLETED REVENUE IDENTIFICATION FORM TO:

TDCJ CASHIER'S OFFICE  
P.O. BOX 4015  
HUNTSVILLE, TX 77342-4015

IF ASSISTANCE IS REQUIRED, PLEASE CALL TDCJ PFCMOD AT 936-437-2885.

ALSO SEND A COURTESY COPY OF THE CHECK, COMPLETED REVENUE IDENTIFICATION FORM AND ANY OTHER SUPPORTING DOCUMENTATION TO:

TDCJ - PFCMOD  
BUSINESS OPERATIONS  
TWO FINANCIAL PLAZA, SUITE 300  
HUNTSVILLE, TX 77340

COGNITIVE BEHAVIOR PARTICIPATION ROSTER

Class / Module: \_\_\_\_\_  
Date: / /

Time: \_\_\_\_\_

|    | Last Name | First Name | SID # | P.O. Name | Participant Signature | Facilitator Comments |
|----|-----------|------------|-------|-----------|-----------------------|----------------------|
| 1  |           |            |       |           |                       |                      |
| 2  |           |            |       |           |                       |                      |
| 3  |           |            |       |           |                       |                      |
| 4  |           |            |       |           |                       |                      |
| 5  |           |            |       |           |                       |                      |
| 6  |           |            |       |           |                       |                      |
| 7  |           |            |       |           |                       |                      |
| 8  |           |            |       |           |                       |                      |
| 9  |           |            |       |           |                       |                      |
| 10 |           |            |       |           |                       |                      |
| 11 |           |            |       |           |                       |                      |
| 12 |           |            |       |           |                       |                      |
| 13 |           |            |       |           |                       |                      |
| 14 |           |            |       |           |                       |                      |
| 15 |           |            |       |           |                       |                      |
| 16 |           |            |       |           |                       |                      |
| 17 |           |            |       |           |                       |                      |
| 18 |           |            |       |           |                       |                      |
| 19 |           |            |       |           |                       |                      |
| 20 |           |            |       |           |                       |                      |

Facilitator Printed Name: \_\_\_\_\_

HWH-13

Facilitator Signature: \_\_\_\_\_

- \* **OFFENDER NAME** - Enter last name, first name and middle initial
- \* **TDCJ/SID #** - TDCJ number, if not known, enter the SID number
- \* **LEGAL COUNTY OF RESIDENCE (LCOR)** - Legal county of residence as noted on the release certificate
- \* **FACILITY** - Facility in which offender is currently residing
- \* **APPROVED COUNTY OF RESIDENCE** - County in which offender is currently approved by the BPP to reside
- \* **ARRIVAL DATE** - Date offender arrived at the facility
- \* **JOB SEARCH PLAN; 25% ASSESSMENT COLLECTION; 33.3% SAVINGS PROGRAM** - Place an "X" next to the requested exemption
- \* **WITHDRAWAL IN THE AMOUNT OF \$ \_\_\_\_\_** - Place an "X" next to the withdrawal and enter the amount requested to be withdrawn
- \* **SAVINGS ACCOUNT BALANCE** - IF a withdrawal is requested, enter the offender's savings account balance
- \* **CURRENT ON 25% ASSESSMENTS** - Check the space **ONLY** if the offender is current on the 25% assessment collections
- \* **JOB SEARCH PLAN REDUCED TO \_\_\_\_\_ JOB SEARCHES PER WEEK** - Place an "X" next to the requested reduction with the revised number of job searches required
- \* **33.3% SAVINGS PROGRAM REDUCED TO \$ \_\_\_\_\_ SAVINGS PER PAY PERIOD** - Place an "X" next to the requested reduction with the revised savings amount to be collected
- \* **REASON FOR EXEMPTION, REDUCTION OR SAVINGS WITHDRAWAL REQUEST** - Detailed explanation of offender status resulting in this request
- \* **EXEMPTION, REDUCTION AND/OR WITHDRAWAL TO BE EFFECTIVE \_\_\_\_\_ THROUGHOUT \_\_\_\_\_** - Enter beginning effective date and ending effective date
- \* **FACILITY REQUESTER** - Name of person submitting the request, facility name / title of person submitting the request, date of request
- \* **DPO** - Name of DPO, DPO's signature, date

### REGIONAL DIRECTOR ACTION

- \* **APPROVED; DENIED; OTHER** - Place an "X" next to the applicable action
- \* **COMMENT(S)** - Enter any additional information
- \* **REGIONAL DIRECTOR OR DESIGNEE SIGNATURE** - Signature of Regional Director or designee
- \* **DATE** - Enter date of action



TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
PAROLE DIVISION



REQUEST FOR  
EXEMPTION, REDUCTION and WITHDRAWAL

Offender Name: \_\_\_\_\_ TDCJ or SID #: \_\_\_\_\_  
Legal County of Residence (LCOR): \_\_\_\_\_ Facility: \_\_\_\_\_  
Approved County of Residence: \_\_\_\_\_ Arrival Date: \_\_\_\_\_

| EXEMPTION(S)                                       | SAVINGS WITHDRAWAL  |
|--|---|
| <input type="checkbox"/> Job Search Plan           | <input type="checkbox"/> Withdrawal in the amount of \$ _____ |
| <input type="checkbox"/> 25% Assessment collection | <input type="checkbox"/> Savings Account Balance \$ _____     |
| <input type="checkbox"/> 33.3% Savings Program     | <input type="checkbox"/> Current on 25% Assessments           |

| REDUCTION(S)   |
|--|
| <input type="checkbox"/> Job Search Plan reduced to _____ job searches per week.           |
| <input type="checkbox"/> 33.3% Savings Program reduced to \$ _____ savings per pay period. |

Reason for Exemption, Reduction or Savings Withdrawal request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exemption, Reduction and/or Withdrawal to be effective \_\_\_\_\_ throughout \_\_\_\_\_  
(date) (date)

Facility Requester: \_\_\_\_\_  
Name Facility Name / Title Date

DPO : \_\_\_\_\_  
Name signature Date

| REGIONAL DIRECTOR ACTION:               |  |
|---|--|
| <input type="checkbox"/> APPROVED       | <input type="checkbox"/> DENIED <input type="checkbox"/> OTHER |
| COMMENT(S): _____                       |  |
| _____                                   |  |
| _____                                   |  |
| Regional Director or designee signature | Date   |

cc: Assigned Facility  
File

### Position Vacancy Report

Facility Name: \_\_\_\_\_

Month Of: \_\_\_\_\_

| Category of Staff (Administration, Security, etc): |                |                       |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|--|----------------|-----------------------|-----------------|--|-------------------------------------|------------------------------------|-----------------|---------------------------------------|--|----------------------|------------------------------------|
| Position ID Number                                 | Position Title | a. Departing Employee | 1. Date Vacated | REPORTS AND ATTACHMENTS ARE DUE BY THE 5TH WORKING DAY OF THE FOLLOWING MONTH. |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b. Replacing Employee | 2. Date Filled  | * 3. Date Pre Service / Orient Completed                                       | * 4. Date of Background Check Rec'd | 5. Date of Pre Emp Drug Test Rec'd | 6. Date of Hire | * 7. Required Certification Completed | * 8. Date of TDCJ Approval for Upper Lvl Mngmt | 9. Date OJT Complete | 10. Number of Days Position Vacant |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | a.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |
|  |                | b.                    |                 |  |                                     |                                    |                 |                                       |  |                      |                                    |

*I hereby confirm that the above information is accurate and correct. This report may be used in calculating fiscal sanctions regarding position vacancies.*

Total Positions in Staffing Pattern: \_\_\_\_\_  
 Total Vacant: \_\_\_\_\_  
 Total Filled: \_\_\_\_\_

Preparer: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
*Facility Warden or Administrator*

Signature & Date: \_\_\_\_\_  
*Facility Warden or Administrator*

\*Copies of Pre-Service Training Certificates, Background Checks and Required Certifications must be attached for all positions filled during the month.  
 Positions filled by promotion of current staff should be indicated by writing promotion through #3-6.  
 Copies of approval letters must be attached for all newly filled Upper Level Management positions.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION VACANCY REPORT**

|   |   |
|---|---|
| Position ID Number                          | <p>The <b>permanent</b> identification number established by the facility for each position on the current staffing plan defined in the contract.</p> <p>This number should correspond with the Position Control Number (PCN) listing.</p>  |
| Position Title                              | The position title on the current staffing pattern that corresponds to the departing and replacing employee.  |
| a. Departing Employee                       | Name of the employee permanently assigned to the identified position number that is being removed from the position number. This may be as a result of a termination or promotion.  |
| b. Replacing Employee                       | Name of the employee being permanently assigned to the identified position number. This may be as a result of a promotion or being newly hired. The assigned employee must meet the satisfactory completion of all requirements designated for the position.  |
| 1. Date Vacated                             | <p>The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.</p> <p>Positions filled by employees that are in a workers' compensation or family medical leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted per the Contract. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.</u></p> |
| 2. Date Filled                              | Positions are to be reported filled on the day following the completion of all requirements for the specific position based on contract requirements.   |
| 3. Date Pre-Service / Orientation Completed | <p>The date the replacing employee finishes pre-service training or orientation based on the requirements of the position.</p> <p><u>A copy of the pre-service training certificate must be attached to the Position Vacancy Report for newly hired employees.</u></p>  |
| 4. Date of Background Check Received        | <p>The date on the pre-employment criminal history inquiry or notification letter from the Department concerning the results of a criminal background check.</p> <p><u>A copy of the of either the pre-employment criminal history inquiry or the notification letter must be attached to the Position Vacancy Report.</u></p>  |

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5. Date Pre-Employment Drug Test Received      The date of notification that a satisfactory pre-employment drug test was received.

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6. Date of Hire      The date the employee is hired with the contractor.

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7. Required Certification Completed      Positions requiring certification must be designated as to whether the appropriate certification has been completed by indicating YES or NO.

A copy of the certification must be attached to the Position Vacancy Report.

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8. Date of TDCJ Approval for Upper Level Management      Upper level management positions require Department approval.

A copy of the TDCJ approval letter must be attached to the Position Vacancy Report.

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9. Date OJT Completed      The date on the job training is completed. This may occur after the position is filled.

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10. Number of Days Position Vacant      The calculation starts the day after the position has been vacated and ends on the day prior to the date filled.



### Weekly Offender Schedule

Offender Name: \_\_\_\_\_ TDCJ #: \_\_\_\_\_ Date Submitted by Offender: \_\_\_\_\_

Case Mgr: \_\_\_\_\_ Date Schedule Rec'd: \_\_\_\_\_ Supervising PO: \_\_\_\_\_

| Weekday          | Date | Scheduled Times | Destination Address/Phone | Location Verification Staff/Method | Actual Times | Offender Signature | Staff Signature |
|------------------|------|-----------------|---------------------------|------------------------------------|--------------|--------------------|-----------------|
| <i>Monday</i>    |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Tuesday</i>   |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Wednesday</i> |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Thursday</i>  |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Friday</i>    |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Saturday</i>  |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |
| <i>Sunday</i>    |      | Out             |                           |                                    | Departure    |                    |                 |
|                  |      | In              |                           |                                    | Return       |                    |                 |

Schedules are due in to your Case Manager the Wednesday prior to the week you want to travel (day prior if that Wednesday is a holiday). All requests must be approved by the supervising parole officer and Facility Case Management staff. **INCORRECT OR INCOMPLETE REQUESTS WILL BE AUTOMATICALLY DENIED.** Disciplinary may be issued for failure to comply with these guidelines. Schedule amendments will be made only in the event of an emergency and must still be approved by your supervising parole officer.

Approval Coordination

Assigned Case Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Supervising Parole Officer: \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION****K.1.1 Definition**

- A. "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 fifty-one percent (51%) 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 fifty-one percent (51%) 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.
- B. "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, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

**K.1.2 Representation**

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

**K.2 CHILD SUPPORT REPRESENTATION**

- A. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a Contract to provide property, materials or services.



**K.5.1 Source and Specification Preferences**

- Products of persons with mental or physical disabilities.
- Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- Energy efficient products.
- Rubberized asphalt paving material.
- Recycled motor oil and lubricants.

**K.5.2 Tie-Bid Preferences**

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.\*
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.\*
- Agricultural products produced or grown in Texas.
- Agricultural products or services offered by Texas Bidders.\*
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.\*
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
- Texas Vegetation Native to the Region.
- USA produced supplies, materials, equipment or agricultural products.

**K.5.3 Additional Preferences**

- Products produced at facilities located on formerly contaminated property.
- Products and services from economically depressed or blighted areas.
- Vendors that meet or exceed air quality standards.
- Recycled or reused computer equipment of other manufacturers.
- Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this offer, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in 34 TAC Rule 20.32 (68).

**K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance with Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. Offeror further certifies that no labor disturbance by the employees of Offeror exists or is imminent which may be expected to materially and adversely affect Offeror's ability to perform its obligations under this Contract.

- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, Offeror shall notify the Department in writing within five (5) days of Offeror having received knowledge of any actions, suits or proceedings filed against Offeror, or any of its employees, or to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Administrator, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

#### **K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
  - 1. Audited balance sheet;
  - 2. Statement of income; and
  - 3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

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

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of state officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other state agencies.

**K.6.12.2 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.

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, 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.

**K.6.14 Contracting with Executive Head of State Agency**

- A. Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a state agency.
- B. If Section 669.003 applies, Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.16 Suspension, Debarment and Terrorism**

The Department 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 System for Award Management (SAM, <https://www.sam.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/>.

**K.6.17 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 Texas Government Code, Section 2261.053, a state agency may not accept a proposal or award a Contract that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal 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 Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not eligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

#### **K.6.18 Deceptive Trade Practices; Unfair Business Practices**

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

#### **K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

##### **K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

##### **K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

##### **K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the services required under this Contract that would increase the cost to the Offeror of providing such services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this Request for Proposals: (list names, titles and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its payee identification number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: \_\_\_\_\_

**K.10 POINT OF CONTACT**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Solicitation No.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Individual

**Note:** The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 SITE SELECTION, COMMUNITY ACCEPTANCE AND PUBLIC HEARING REQUIREMENTS

#### L.1.1 Site Selection

The proposal need not contain specific legal descriptions of the property; however, enough data should be provided to enable the Department to make an informed judgment as to the location of the facility. The site selected shall comply with all local, city and county ordinances. The site selected should have adequate community resources available to support the facility, i.e., hospital, fire protection services, law enforcement services, court systems and other services. Other site factors to be considered are staff recruitment considerations and the proximity of the site to population centers capable of augmenting services.

#### L.1.2 Public Hearing Requirements and Notification Requirements

The Offeror shall hold a public hearing, at the Contractor's expense upon notification from the Department, in accordance with the criteria set forth in Texas Government Code § 509.010 and Local Government Code Chapter 244. The Department will not enter into a Contract until the public hearing requirements has been met.

Copies of the public notice (with date of publication clearly visible on three issues), sign-in register, speaker information cards, any written material provided in the public hearing, an audio tape of the hearing and copies of prior notification to all appropriate officials (listed above) must be provided to the Department upon completion of the public hearing. The Offeror shall also submit a signed public hearing certification sheet (written statement), assuring that all guidelines were followed and that a fair public hearing was held.

##### A. Texas Government Code, Section 509.010 Requirements

**Before the thirtieth (30<sup>th</sup>) Day before the date of the hearing, the Offeror shall:**

1. Publish a notice of the date, hour, place, and subject of the public hearing in three (3) consecutive issues of a newspaper of, or in newspapers that collectively have general circulation in the county in which the proposed facility is to be located. Such thirty (30) Day notice period shall begin from the last date of publication.
2. Mail a copy of the notice, via U.S. Certified Mail, to **each** police chief, sheriff, mayor, **each** city council member, **each** county commissioner, county judge, **each** school board member, **each** state representative and **each** state senator who serves or represents the area in which the proposed facility is to be located. Such notice shall be mailed to the above at the time the newspaper ad is published. **The notice shall also be sent via U.S. Certified Mail to the Texas Department of Criminal Justice – Contracts and Procurement – Client Services and Governmental Contracts Branch, Two Financial Plaza, Suite 525, Huntsville, Texas 77340, Attn: Jennifer Kimich. The Offeror shall mail such notice at the time of publication in the newspaper.**
3. Include in the notice the specific address of the facility on which a proposed action is to be taken and describe the proposed action. The notice shall detail the Offeror's intent to locate a facility in the community and shall detail the meeting purpose, date, time and place. **The**

**notice shall clearly state the name of the Offeror that is proposing to operate the facility.**

4. Clearly state in the notice that the proposed action concerns a facility in which persons released from prison on parole, mandatory supervision or those placed on community supervision are to be housed. The notice shall specifically identify the population to be served. The Offeror shall hold a public meeting in the county in which the facility on which a proposed action is to be taken is located, at a site as close as practicable to the site of the proposed facility.

The newspaper ad shall be a minimum of 3 ½" x 5" in size and shall be published in a major publication in the county in which the facility is proposed. Other appropriate notifications such as radio and television announcements are encouraged.

The public hearing shall be held between 6:00 p.m. and 10:00 p.m. and follow a published agenda. The hearing shall not be held on a Saturday, Sunday or legal holiday.

The public hearing shall afford full opportunity to all persons desiring to express their opinion. All hearings shall be conducted fairly and impartially so that all persons in attendance, whether for or against the proposed site location, can be represented.

The meeting shall be conducted as follows:

- a. All persons in attendance shall sign in and register at the door noting whether they are for, against or have no opinion relating to the proposed facility.
- b. Persons wishing to express an opinion must complete a speaker information card noting their name, address and whether they wish to speak for or against the proposed facility.
- c. Each meeting shall be recorded via audio tape and a copy of the tape provided to the Department.

Copies of the public notice (with date of publication clearly visible on all three issues), sign-in register, speaker information cards, any written material provided in the public hearing, an audio tape of the hearing and copies/proof of prior notification to all appropriate officials (listed above) must be provided to the Department. The Offeror shall also submit a signed public hearing certification sheet (written statement) assuring that all guidelines were followed and that a fair public hearing was held.

**B. Local Government Code, Chapter 244, Subchapter A Requirements**

**The following notifications shall be made a minimum of sixty (60) Days prior to the deadline for submitting a proposal:**

In the event the proposed site location is within one thousand (1,000) feet of a residential area, a primary or secondary school, a public park or public recreation area, a church, synagogue, or other place of worship, the Offeror shall:

1. Provide written notification to the commissioners court of any county with an unincorporated area that includes all or part of the land within one thousand (1,000) feet of the proposed facility; and

2. Provide written notification to the governing body of any municipality that includes within its boundaries all or part of the land within one thousand (1,000) feet of the proposed facility.

The written notification shall include a statement of the Offeror's intent to construct or operate a correctional or rehabilitation facility within one thousand (1,000) feet of those areas identified above, as well as a description of the proposed location of the facility. The written notification shall also include a statement that Local Government Code, Chapter 244, Subchapter A governs the procedure for notice of and consent of the facility.

The Offeror shall be required to prominently post an outdoor sign at the proposed location of the facility stating that such facility is intended to be located on the premises and shall provide the name and business address of the Offeror. The sign must be at least 24 by 36 inches in size and must be written in lettering at least two (2) inches in size. The municipality or county in which the facility is to be located may require the sign to be in English and in a language other than English if it is likely that a substantial number of residents in the area speak a language other than English as their familiar language.

Unless local consent is denied, the Offeror may operate a facility within one thousand (1,000) feet of a residential area, a primary or secondary school, a public park or public recreation area, a church, synagogue or other place of worship.

The governing body of a church, synagogue, or other place of worship may waive the distance requirements by filing an acknowledged written statement of the waiver in the deed records of the county in which the facility is located.

Local consent to the operation of a facility at a location within one thousand (1,000) feet of a residential area, a primary or secondary school, a public park or public recreation area, a church, synagogue or other place of worship is granted unless, not later than the sixtieth (60<sup>th</sup>) Day after the date on which notice is received by a commissioners court or governing body of a municipality, the commissioners court or governing body, as appropriate, determines by resolution after a public hearing that the operation of the facility at the proposed location is not in the best interest of the county or municipality.

The public hearing requirements may be met by a public meeting held under Texas Government Code, Section 509.010 Requirements as listed in Section L.1.2.A, if:

1. The Department receives written approval from the commissioners court of a county or governing body of a municipality allowing the public meeting to satisfy the public hearing requirement of Local Government Code, Chapter 244; Subchapter A; and
2. During the public meeting, a determination is made as to whether operating the facility in the proposed location would be in the best interest of the county or municipality.

If the public hearing requirement is met in the manner described above, the commissioners court of a county or governing body of a municipality may adopt a resolution without holding a separate public hearing. The commissioners court or governing body, as appropriate, retains the discretion to hold a separate public hearing under Local Government Code, Chapter 244, Subchapter A as the commissioners court or governing body considers necessary or appropriate.

The **sixty (60) Day notification requirements** do not apply to those Offerors exempt under Local Government Code, Chapter 244, Section 244.006.

#### **L.2 AMENDMENTS TO SOLICITATIONS**

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. The Department will post amendments to this RFP for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: <http://esbd.cpa.state.tx.us/>.
- C. Offerors shall acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose in Block 9 of the Solicitation, Offer and Award form for submitting an offer; or by letter.
- D. The Department must receive the acknowledgment by the time specified for receipt of proposals.
- E. Failure to acknowledge amendment(s) may subject proposal to rejection.

#### **L.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS**

- A. Proposals must be time stamped at the office designated in the solicitation on or before the hour and date specified.
- B. Any proposal received at the designated location after the exact time specified will not be considered.
- C. Proposals cannot be altered, amended or modified by telegram, fax or otherwise after opening time.
- D. Alterations made before opening time should be initialed by the Offeror or its authorized agent.
- E. No proposal can be withdrawn after opening time without approval by the Department based on an acceptable written reason.

#### **L.4 SIGNATURES ON PROPOSAL SUBMITTED**

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

- E. Proposals from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- F. Proposals of the joint venture shall be signed by all members or by a member of the joint venture if there is attached to the Proposal a copy of the Joint Venture Agreement evidencing that the Proposal is signed by the member who has authority to bind the Joint Venture.

#### **L.5 PROPOSAL ACCEPTANCE PERIOD**

- A. All Proposals will be valid for two hundred forty (240) Days after the submission date and will constitute an irrevocable offer to the Department for the 240 calendar day period.
- B. Such period may be extended beyond the two hundred forty (240) Day time upon mutual agreement of both parties.

#### **L.6 CONTRACT AWARD**

- A. The Department will award a Contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s), conforming to this solicitation, will be most advantageous to the Department, cost or price and other factors, specified elsewhere in this solicitation, considered.
- B. The Department may (a) reject any or all offers if such action is in the public interest, (b) accept other than the lowest priced offer and (c) waive minor informalities and minor irregularities in offers received.
- C. A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding Contract without further action by either party.

#### **L.7 RIGHTS OF THE DEPARTMENT**

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. The Department reserves the right to reject any one proposal and/or all proposals or portions of proposals submitted in response to this RFP.
- C. The submission of a proposal has the effect of waiving proprietary rights or confidentiality.
- D. All proposals become the property of the Texas Department of Criminal Justice.
- E. The Department reserves the right to use for its benefit ideas contained in the proposals submitted.
- F. The Department is not liable for any costs or damages that may be incurred by an Offeror(s) or prospective Offeror(s) in the preparation, formulation or presentation of a proposal(s).
- G. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.

- H. The Department may at its discretion request Offerors to make an oral presentation to Department representatives in support of their proposals.
- I. Upon review of proposals, the Department may select the Offeror's proposal most advantageous to the Department, in its judgment, with whom to negotiate a final definitive Contract.
- J. Such determination shall be solely at the discretion of the Department. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the Texas Board of Criminal Justice.
- K. The Department reserves the right to withdraw this solicitation at any time for any reason.
- L. The Department reserves the right to award no Contract and to solicit additional proposals at a later time.
- M. The Department incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the parties. However, all proposals received by the Department will remain confidential until the evaluation process is complete.

#### L.8 PROPOSAL PREPARATION INSTRUCTIONS

##### Purpose of Instructions

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

##### Submission of Proposals

- A. Proposals must be typed or printed on standard letter paper (8 ½" x 11"), pages numbered, a table of contents included and sections clearly tabbed.
- B. Proposals shall be submitted in four (4) volumes as described below.
- C. Offerors are to submit each volume in an **unbound original (suitable for photocopying) with five (5) additional bound copies and one (1) read only compact disk.**
- D. If submitting an offer for more than one facility, one proposal is requested with notations where information does not apply universally. For instance, price proposals, staffing plans, etc. may differ according to the facility. In such cases, the Offeror shall clearly indicate for which facility the information is applicable.

Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the solicitation. Extraneous narrative, elaborate brochures, uninformative "PR" material, and so forth, shall not be submitted.

### **L.8.1 Volume One – Business Proposal**

This volume of the proposal shall consist of the Offeror's description of its organizational capabilities and qualifications and plans to satisfy and support the requirements of this solicitation. **NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.**

#### Volume One, Section 1 – Contract Forms

This section shall contain the following original signed forms and contract sections required to show the Offeror's acceptance of the solicitation terms and conditions:

- A. Section A, Solicitation, Offer and Award Form (with amendments noted on this page or signed amendments attached to this form);
- B. Section G.4.D, Payments, Remittance Address (if not electing to receive direct deposit); and
- C. Section K, Representations, Certifications and other Statements.

#### Volume One, Section 2 – Information Section

- A. Name, address, telephone number, e-mail and fax number of Offeror and all Co-Offerors. Also, identify by name, title, telephone number and fax number of a contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the Department and providing answers.
- B. Business form of Offeror (e.g., corporation, partnership, etc.), if applicable.
  - 1. If a corporation, include the date and state of incorporation.
  - 2. Names and addresses of principal officers, directors, or partners.
  - 3. A brief biography and complete resume of the person or persons who shall operate/manage the programs and facility, including the proposed Facility Administrator (see Section G.2.4).
- C. The name and address of the Offeror's professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies as required by Section H.1 are available to the Offeror. For the purpose of responding to this solicitation, Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1, if the Offeror's proposal is selected.
- D. Documentation from the appropriate State entity which indicates the Offeror is properly certified to conduct business in the State of Texas and not in debt or owing to the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Good Standing from the Texas Comptroller of Public Accounts). In the event the Offeror is not a corporation, the Offeror shall state that they are not a corporation and certify that they are not in debt owing to the State of Texas.

- E. Facility/Site Selection description in accordance with Section L.1.1.
- F. Project Schedule: A time schedule shall be submitted by the Offeror that outlines the entire project from award of contract to when full operation can begin. Time is of the essence and an expedited schedule is preferred. The schedule should specifically demonstrate the length of time required for the completion of the following:
  - 1. Facility preparation, renovation, or construction;
  - 2. Staffing, hiring, and training;
  - 3. Program development; and
  - 4. Full occupancy and operation.
- G. Certification that proposed facility is or is not located in a Child Safety Zone (Complete Exhibit J.4 for each facility proposed).

Volume One, Section 3 – Organization Qualifications and Past Performance

This section shall contain clear description of the entity submitting the proposal, including an outline of organizational capabilities, goals and purposes.

Offerors shall furnish descriptions of all similar services provided for other institutions and government agencies, including names, titles, phone numbers and email addresses of reference contacts. Information contained in project description should focus on expertise gained in efficiently operating a facility of the exact nature and housing, and the exact type of Offender as that being proposed. Proof of training in providing these services shall also be provided in this section.

Offerors shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the name and phone number of a contact person from the institution or agency that cancelled the Contract. Offerors shall also include a list of all legal actions pending against their organization and the outcomes of any final judgments.

Volume One, Section 4 – Solicitation Compliance and Exceptions or Deviations

In this section, the Offeror shall indicate compliance with solicitation requirements set forth in Sections D through I. It is not necessary to respond on a paragraph by paragraph basis, for example, if the Offeror agrees to the terms of Sections D through I of the Contract in its entirety, a single statement to that effect will suffice.

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

### L.8.2 Volume Two - Technical Portion of Proposal and Operational Plan

In this volume the Offeror shall provide a description of the proposed facility and program, addressing all requirements in Section C of the solicitation and using the same organizational format as Section C. The Offeror shall also identify all exceptions it takes to the technical requirements (Section C) of the solicitation and all deviations for which it requests approval. **NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.** Proposal shall clearly identify the number of beds, location of facility with address, services offered and the gender of Offender to be served. This volume shall also include the Offeror's Operational Plan (refer to Section C.5). In the technical portion of the proposal, Offeror shall cross-reference the specific section and page number of the Operational Plan that details the policies and procedures relating to the specific section. This volume should include, but not limited, to the following items:

- A. Architectural drawings, blueprints, floor plans and specifications of the proposed facility (Section C.5.G);
- B. Complete program description (C.3.7);
- C. Description of HIV/AIDS education programs (Section C.3.11.A);
- D. Complete description of Offeror's proposed food services to be provided for Offenders along with a detailed accounting of all Income derived from such services (Section C.3.15.F);
- E. Complete description of Offeror's proposed laundry services to be provided for Offenders along with a detailed accounting of all income derived from such services (Section C.3.17.D);
- F. Offeror's Operational Plan (Section C.5); and
- G. Organizational Chart.

### L.8.3 Volume Three - Cost Proposal

#### Volume Three, Pricing Schedule and Program Budget Justification Forms

In this volume, the Offeror shall also provide its detailed price proposal, including a complete breakdown of how the price was derived (material, direct labor, overhead, general and administrative expenses, other direct costs, profit, etc.) to provide the services specified in Section C. The detailed budget shall be presented for the facility, including subcontracting plans, indirect costs, and all other cost area. The detailed budget shall include but not be limited to, salaries, rent, utilities, food service, medical treatment, programming, transportation and administrative costs and the percentage of these costs allocated to the Department if other funding sources exist. The Contractor shall estimate costs for providing these services, although it is specifically understood that the actual price shall be determined as a part of the negotiating process in developing any resulting contract. The proposed cost per Offender per Day shall be included in the cost summary information and shall be considered in the final decision. **The following contract sections shall be completed for each proposed facility/location and service proposed and included in this volume:**

- A. Section B.2, Pricing Schedule;
- B. Exhibit J.1, Program Budget Justification Forms

- C. Detailed Budget Narrative;
- D. Excel version of Exhibit J.1; and
- E. A copy of the Offeror's last annual fiscal report and a copy of the Offeror's last independent audit report, including management letter and response.

Offerors should photocopy blank pricing schedule included in Section B and Program Justification Forms included as Exhibit J.1 and submit one complete set for each location and service proposed.

#### **L.8.4 Volume Four – HUB Subcontracting Plan**

Offerors are required to submit a HUB Subcontracting Plan in accordance with Exhibit J.2. For information on filling out the HSP, please contact Sharon Schultz at (936) 437-7026. **Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

#### **L.9 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to:

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Jennifer Kimich, Contract Administrator  
Facsimile: (325) 223-0310  
E-mail: [jennifer.gaineskimich@tdcj.texas.gov](mailto:jennifer.gaineskimich@tdcj.texas.gov)

- B. Questions concerning any technical aspect of the solicitation must be submitted in writing (e-mail and facsimile transmission is acceptable). The Offeror's question(s) shall only be to clarify specific provisions in this Request for Proposal and shall reference the specific section that requires clarification. Written answers to the clarification will then be provided to all parties requesting copies of the solicitation through the Client Services and Governmental Contracts Branch. Offerors should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this solicitation for the purpose of discussing their proposal.
- C. Offerors are reminded that **July 31, 2015 at 5:00 p.m.** is the last Day to submit written questions for clarification by the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon the written instructions given in the solicitation and any amendments thereto. Unauthorized contacts with Department personnel could result in the proposal being rejected in its entirety.
- D. The Department will post answers to all questions in a form of an amendment, and all amendments to this RFP will be available for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: <http://esbd.cpa.state.tx.us/>.

**L.10 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS**

After award of Contract(s), information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) business days of awarded Contractor's receipt of Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD of its complete proposal, to include clarification responses and negotiated Best and Final Offer. The CD must contain a copy of the awarded Contractor's complete proposal, in searchable pdf format, which has been excised, blacked out, or otherwise redacted information from its complete proposal that the awarded Contractor 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 Contractor's proposal, such as copyrighted material, proprietary information, social security numbers, Deployment Plans, shift Staffing Plans, etc.) The CD shall also contain an appendix for the Contractor's complete proposal which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD should be entitled "For Public Release: Redacted Version of [Name of awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-PD-15-P024."**

**L.11 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **Thursday, July 16, 2015 at 1:00 pm** in the Texas Prison Museum Conference Room located at 491 State Highway 75 North Huntsville, Texas 77320.

Attendance is not mandatory; however, instruction will be given on how to submit a proposal in accordance with Section L. If, in the opinion of the Department, local weather conditions preclude safe travel to the pre-proposal conference, the Department reserves the right to reschedule to another Day and time. If extreme weather conditions are predicted by the National Weather Service on the Day of the pre-proposal conference, contact the individual whose name appears in Block 6 of the Solicitation, Offer and Award form for rescheduling information. The responsibility of obtaining any cancellation and reschedule information is strictly that of the Offeror.

**L.12 SUMMARY OF KEY DATES**

|                 |           |  |
|-----------------|-----------|--|
| July 16, 2015   | 1:00 p.m. | Pre-Proposal Conference  |
| July 31, 2015   | 5:00 p.m. | Last Day to Submit Written Questions for Clarification by Department |
| August 14, 2015 | 3:00 p.m. | Deadline for Receipt of Proposals in Huntsville                      |
| January 1, 2016 |           | Service Commencement Date  |

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 SELECTION PROCESS**

- A. The Department will assemble an Evaluation Committee to review, evaluate and rank offers. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written offer. No information will be provided about the status of the offers while they are under evaluation.
- B. 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 B, Section 2157. Once the Department evaluates and deems the offer technically acceptable, the Department reserves the right, at its sole discretion, to award based on price.
- C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required Service. The Department 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.
- D. The Department may select offers within a competitive range with whom to negotiate. The Department may notify in writing any or all Offerors whose offers have been found to be responsive in the detailed evaluation phase.
- E. In accordance with Texas Government Code, Sections 2155.074 and 2155.75, vendor performance may be used as a factor in the award.

**M.2 MINIMUM QUALIFICATIONS**

Offerors must meet the following minimum qualifications to be eligible to submit an offer in response to this solicitation. Offers from business entities not meeting these qualifications shall be disqualified from further consideration:

- A. Offerors must possess the ability to obtain the minimum commercial insurance required by this solicitation.
- B. Offerors must possess the ability to commence operations (start-up) without financial assistance from the Department.
- C. Offerors must demonstrate the ability to provide senior unit staff to operate and manage the solicited facility that meet or exceed Department minimum standards for like positions.

**M.3 EVALUATION CRITERIA**

The following are evaluation criteria. While negotiation of offers may be held, Offerors are advised to submit their most competitive cost and technical proposals.

**M.3.1 Cost (40%)**

**M.3.2 Programs and Services (35%)**

- A. Training
- B. Staffing
- C. Program Description
- D. Offender Participation in Programs

**M.3.3 Site Suitability (10%)**

- A. Risk Management
- B. Sanitation
- C. Facility Requirements
- D. Maintenance, Remodeling, Damages and Condemnation

**M.3.4 Experience (5%)**

**M.3.5 Past Performance (5%)**

**M.3.6 Financial Strength (5%)**

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**AMENDMENT OF SOLICITATION**

Page 1 of 3 Pages

| 1. SOLICITATION NO. | 2. AMENDMENT NO. | 3. EFFECTIVE DATE |
|---------------------|------------------|-------------------|
| 696-PD-15-P024      | A-001            | August 5, 2015    |

**4. ISSUED BY**

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

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**5. NAME AND ADDRESS OF OFFEROR**

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6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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**7. DESCRIPTION OF AMENDMENT**

The purpose of this amendment is to answer questions concerning the Request for Proposal.

Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remain unchanged and in full force and effect.

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**8a. NAME AND TITLE OF SIGNER (Type or Print)**

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**8b. OFFEROR**

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*(Signature of Person Authorized to Sign)*

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*Date Signed*

**Question 1:** Clarification is needed for Volume Two, Operational Plan Requirements, Page 39 of 96, Section C.5, D, #5 specifies to include "Budget Justification Forms and Staffing Plan, Exhibit J.1". However, Section L, page 92 of 96, L.8.2, Volume Two, states in the first paragraph that "No Pricing Data Shall Be Submitted in This Volume". For clarification purposes would TDCJ like for vendors to use the J.1 Budget Justification Forms and Staffing Plan for the Operational Plan, and omit any pricing data on the forms?

**Answer 1:** It is the Staffing Cost – Salaries and Benefits Summary portion of the Exhibit J.1 that needs to be included in Volume Two, Offeror's Operational Plan.

**Question 2:** Clarification is needed for Volume Two, Operational Plan Requirements, Page 39 of 96, Section C.5, F, #3. "Number of Resident Monitors". F. States in part "in accordance with the format in Exhibit J.1, Budget Justification Forms and Staffing Plan. The staffing plan shall include the following 1 through 7, indicated on Page 39 of 96. The Staffing Plan form in J.1, included with the Solicitation, does not include #3. "Number of Resident Monitors". We can adjust the form to include #3 on the staffing plan provided in the Solicitation, however we would like confirmation that it does in fact need added.

**Answer 2:** All staff will be listed on Exhibit J.1, including the number of Resident Monitors. Exhibit J.1 consists of an example, pages 3 – 7, the remaining pages 8 – 12, should be completed by the Contractor.

**Question 3:** We are proposing a facility with a current contract for CRF beds. The facility has 60 additional beds that are available and not in the current contract. For Solicitation No. 696-PD-15-P024 we are proposing 60 beds out of 300 total beds at this location. For clarification, several of the current staff can be utilized for the proposed 60, which will meet the overall staffing requirements for a total of 300 at this location. We will note on the pricing schedules that the 60 proposed beds will be at a 300 bed location with a similar TDCJ contract. Would TDCJ prefer pricing schedules for the total 300 beds and a separate pricing schedule for 60 beds or only for the specific 60 beds that pertain to this Solicitation No. 696-PD-15-P024?

**Answer 3:** The Contractor would need to complete Exhibit J.1 for the 60 beds pertaining to this Solicitation. However, if the Contractor is awarded a contract, a revised Exhibit J.1 would be required for the current contracted beds.

**Question 4:** Clarification is needed for L.8.3 Instructions, Volume 3 Cost Proposal, page 92 and 93 of 96, D. Excel version of Exhibit J .1. The Excel version item has been added to the list of items to be included in Volume 3 Cost Proposal. For clarification purposes is the Department requesting that the Excel file of the J.1 pricing be added to a disc and included in the proposal, emailed to the Department, or printed and included in the proposal in a different Excel format other than the forms?

**Answer 4:** The Excel version of Exhibit J.1 will need to be submitted with the proposal on a disk.

**Question 5:** In order to complete the budget forms for this RFP, I needed directions for the 20 month format. Since your forms reference annual figures, should we break these budgets into first an 8 month budget (FY-16 January 1, 2016 thru August 31, 2016) and then at 12 month budget for FY-2017) with a summary sheet for these 20 months for that biennium (FY16-17). Then use the same format for the next two biennium budgets (FY18-19 and FY20-21).

**Answer 5:** FY 2016 will be calculated on the eight (8) month period, January 1, 2016 through August 31, 2016, and two hundred and forty-four (244) days. Each remaining year would be calculated on a twelve (12) month period and three hundred and sixty-five (365) days of expenditures, except FY 2020 which would be three hundred and sixty-six (366) days due to being a leap year.