SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
696-PS-16-16-C120	696-PS-15-P021	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFQ) ☒ NEGOTIATED (RFP)	August 31, 2015

SOLICITATION

5. Sealed offers will be received by the Department until **3:00 p.m. local time on October 9, 2015**, and submitted to:	6. **FOR INFORMATION CONTACT:**
Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 **Attention: 696-PS-15-P021**	Steven Tilley, CTPM, CTCM Contract Administrator PHONE: (936) 437-7031 FAX: (325) 223-0310 E-MAIL: steven.tilley@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
	3%	2%	1%	
8. ACKNOWLEDGMENT OF AMENDMENTS: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	9/16/2015		
	A-002	9/30/2015		

9. NAME AND ADDRESS OF OFFEROR:→		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or Print*)
	Antoinette R. McGarrahan, Ph.D., PLLC 12820 Hillcrest Rd., Ste. 217 Dallas, TX 75230	Antoinette R. McGarrahan, Ph.D. Psychologist
11. TELEPHONE NO. (*Include area code*)	12. SIGNATURE	13. OFFER DATE
(972) 726-9100	Antoinette M McGarrahan	9/22/2015

TO BE COMPLETED AT TIME OF AWARD

Document Type: 9
Statutory Cite: Texas Health and Safety Code, Title 11, Chapter 841, Subchapter A
This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The total funding for the base period of December 1, 2015 – August 31, 2016 shall not exceed $30,000.00.

Antoinette R. McGarrahan, Ph.D., PLLC	**Texas Department of Criminal Justice**
By: Antoinette M McGarrahan	By:
Name: Antoinette R. McGarrahan, Ph.D.	Jerry McGinty
Title: Psychologist	Chief Financial Officer
Date: 11/23/15	Date: 12/2/15

The following items are mutually agreed to by Antoinette R. McGarrahan, Ph.D., PLLC. and the Department, and are hereby incorporated into this Contract, including revisions made by Amendment A-001 and A-002.

1. The Solicitation, Offer and Award form has been replaced to add the Contract number, revise block 5 to update sealed offer deadline, revise block 7 to include a prompt payment discount, revise the Contract start date, add not to exceed amount, and add the Contractor and authorized signor's name and title in the Contractor signature block.

2. Section A, Definitions, Contractor, has been revised to include the name of the Contractor.

3. Section A, Definitions, Service Commencement Date, has been revised to correct the Contract start date.

4. Section B.1.2, Pricing Instructions, has been deleted.

5. Section B.2, Pricing Schedule, has been revised to include the Contractor's Pricing Schedule.

6. Section C.4, Department Policies and Procedures, has been revised to include Safe Prisons/PREA Plan, Section VI, Training & Education, Paragraph D, Contractor and Volunteer Training Content, Items 1 through 3.

7. Section F.2, Contract Term, has been revised to correct the Contract start date.

8. Section G.2.4, Project Manager, has been revised to include updated language.

9. Section J, List of Exhibits, has been revised to correct the number of pages for Exhibit J.2.

10. Exhibit J.2, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.

11. 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.8, K.9, K.10 and K.11.

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

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD **1**

TABLE OF CONTENTS **3**

SECTION A - DEFINITIONS **6**

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST **8**

B.1 SERVICES AND PRICING INSTRUCTIONS 8
B.1.1 Services Being Acquired 8
B.2 PRICING SCHEDULE 8

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT **9**

C.1 BACKGROUND 9
C.2 GENERAL DUTIES AND OBLIGATIONS 9
C.3 REQUIREMENTS 9
C.4 DEPARTMENT POLICIES AND PROCEDURES 10

SECTION D – REPORTS AND DATA **11**

D.1 REPORTS REQUIRED FROM CONTRACTOR 11

SECTION E - INSPECTION AND ACCEPTANCE **12**

E.1 INSPECTION OF SERVICES 12
E.2 MONITORING CRITERIA 12
E.3 INSPECTION BY STATE EMPLOYEES 13
E.4 AUTHORITY TO AUDIT 13
E.5 AUDITS BY OTHER AGENCIES 13
E.6 FRAUD, WASTE OR ABUSE 13

SECTION F - DELIVERIES OR PERFORMANCE **14**

F.1 PLACE OF PERFORMANCE 14
F.2 CONTRACT TERM 14

SECTION G - CONTRACT ADMINISTRATION DATA **15**

G.1 CLAUSES INCORPORATED BY REFERENCE 15
G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND PROJECT MANAGER 15
G.2.1 Authorized Representative 15
G.2.2 Contract Administrator 16
G.2.3 Contract Monitor 16
G.2.4 Project Manager 16
G.3 INVOICE REQUIREMENTS 17
G.4 PAYMENTS 17
G.4.1 Late Payment 18
G.4.2 Payment of Debt Owed to the State of Texas 18
G.4.3 Right to Offset 18

SECTION H - SPECIAL CONTRACT REQUIREMENTS **19**

H.1 INSURANCE REQUIREMENTS 19
H.1.1 REQUIRED PROVISIONS 19
H.2 SUBCONTRACTORS 20
H.2.1 Insurance 21
H.2.2 Historically Underutilized Businesses (HUB) 21
H.3 DEPARTMENT-FURNISHED EQUIPMENT 22
H.4 MILEAGE REIMBURSEMENT 22

H.5 ORGANIZATIONAL AND NAME CHANGE....22
H.6 BOOKS AND RECORDS....22
H.7 SECURITY....22
H.8 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS....23
H.9 CRIMINAL HISTORY INFORMATION COMPLIANCE....23
H.10 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION....23

SECTION I - CONTRACT CLAUSES....25

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR....25
I.2 ADVERTISING OF AWARD....25
I.3 DEFAULT AND TERMINATION....25
I.3.1 Default by Contractor....25
I.3.2 Further Opportunity to Cure....26
I.3.3 Remedy of the Department....26
I.3.4 Termination for Unavailability of Funds....27
I.3.5 Non-Appropriation Effect and Remedy....28
I.3.6 Termination for Convenience....28
I.3.7 Termination by Mutual Agreement....28
I.3.8 Termination Procedures....28
I.3.9 Default by the Department....29
I.3.10 Remedy of Contractor....29
I.3.11 Dispute Resolution....29
I.4 NO WAIVER OF RIGHTS....30
I.5 INDEMNIFICATION OF THE DEPARTMENT....30
I.5.1 Acts or Omissions....30
I.5.2 Infringement....30
I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity....31
I.6 NO WAIVER OF DEFENSES....31
I.7 INDEPENDENT CONTRACTOR....32
I.8 LAWS OF TEXAS....32
I.9 ASSIGNMENT....32
I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS....33
I.11 APPROVAL OF CONTRACT....33
I.12 NON-DISCRIMINATION....33
I.13 CONFIDENTIALITY AND OPEN RECORDS....33
I.13.1 Confidentiality....33
I.13.2 Open Records....34
I.14 CONTRACT CHANGES....34
I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT....34
I.16 OPTION TO EXTEND SERVICES....34
I.17 SEVERABILITY....35
I.18 IMMIGRATION....35
I.19 NO LIABILITY UPON TERMINATION....35
I.20 LIMITATION ON AUTHORITY....35
I.21 INTELLECTUAL PROPERTY INDEMNIFICATION....35
I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213....35
I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP) 36
I.24 FORCE MAJEURE....36
I.25 NOTICES....36
I.26 SUBSTITUTIONS....37
I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM....37

SECTION J - LIST OF EXHIBITS....38

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 39

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION 39
K.1.1 Definition 39
K.1.2 Representation 39
K.2 CHILD SUPPORT REPRESENTATION 39
K.3 FRANCHISE TAX REPRESENTATION 40
K.4 TYPE OF BUSINESS ORGANIZATION 40
K.5 PREFERENCE CLAIM 41
K.5.1 Source and Specification Preferences 41
K.5.2 Tie-Bid Preferences 41
K.5.3 Additional Preferences 41
K.6 REPRESENTATIONS OF OFFEROR 42
K.6.1 Organization and Qualification 42
K.6.2 Authorization 42
K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws 42
K.6.4 No Defaults Under Agreements 42
K.6.5 Compliance With Laws 42
K.6.6 No Litigation 43
K.6.7 Taxes 43
K.6.8 No Adverse Change 44
K.6.9 Disclosure 44
K.6.10 No Collusion 44
K.6.11 Ethics 44
K.6.11.1 Conflict of Interest 44
K.6.11.2 No Gratuities 45
K.6.12 No Compensation 45
K.6.13 Previous Employment with Department 45
K.6.14 Contracting with Executive Head of State Agency 45
K.6.15 Notification 45
K.6.16 Suspension, Debarment and Terrorism 45
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 46
K.6.18 Deceptive Trade Practices; Unfair Business Practices 46
K.7 REPRESENTATIONS OF THE DEPARTMENT 46
K.7.1 Authorization 46
K.7.2 No Violation of Agreements 46
K.7.3 Disclosure 47
K.8 AUTHORIZED NEGOTIATORS 47
K.9 PAYEE IDENTIFICATION NUMBER 47
K.10 POINT OF CONTACT 47
K.11 CERTIFICATION 48

SECTION A - DEFINITIONS

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

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.

Behavioral Abnormality means a congenital or acquired condition that, by affecting a person's emotional or volitional capacity predisposed the person to commit a sexually violent offense, to the extent that the person becomes a menace to the health and safety of another person.

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.

Contract Administrator shall have the meaning set forth in Section G.2.2.

Contract Monitor shall have the meaning set forth in Section G.2.3.

Contract Term means the duration of this Contract as specified in Section F.2.

Contractor means Antoinette R. McGarrahan, Ph.D., PLLC.

Days means calendar days unless otherwise specified.

Department means the Texas Department of Criminal Justice (TDCJ).

Department Policies means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department, applicable to providing the Services specified under this Contract.

Event of Default means any of the events or circumstances described in Section I.3.

Expert means the Contractor or employee of the Contractor conducting psychopathy evaluations as specified in Section C.3.

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.

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 under supervision or custody of the Department.

Payment(s) means the amount(s) agreed to be paid by the Department to Contractor for Services under this Contract.

PD means the Texas Department of Criminal Justice Personnel Directives.

Predatory Act means an act that is committed for the purpose of victimization and that is directed toward a stranger, a person of casual acquaintance with whom no substantial relationship exists, or a person with whom a relationship has been established or promoted for the purpose of victimization.

Service Commencement Date means the date on which Contractor shall begin providing Services pursuant to this Contract. For the purpose of this Contract, that date is December 1, 2015.

Services means delivery by the Contractor of Psychopathy Expert Assessment Services in accordance with the terms and conditions of the Contract.

TBCJ means the Texas Board of Criminal Justice.

TDCJ-RPD means the Texas Department of Criminal Justice – Rehabilitation Programs Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SERVICES AND PRICING INSTRUCTIONS

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 (except as may be furnished by the Department as specifically identified within this Contract) and otherwise do all things necessary for, or incidental to providing clinical evaluations at specified Department facilities as requested by the Department.

B.2 PRICING SCHEDULE

Contract Line Item Number (CLIN) 001-004

001	Base Period (12/01/15 – 08/31/16)	$1,350.00 Per Evaluation
002	Option Period One (09/01/16 – 08/31/17)	$1,380.00 Per Evaluation
003	Option Period Two (09/01/17 – 08/31/18)	$1,415.00 Per Evaluation
004	Option Period Three (09/01/18 – 08/31/19)	$1,450.00 Per Evaluation

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Pursuant to Texas Health and Safety Code, Title 11, Chapter 841, the Department requires a qualified Expert to perform clinical evaluations to determine if sex offenders eligible for civil commitment suffer from a Behavioral Abnormality that makes the sex offender likely to engage in a Predatory Act of sexual violence. The Expert shall make a clinical assessment based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to aid the Department in its assessment, including the Static 99 Revised. Upon determination that a sex offender does suffer from a Behavioral Abnormality that makes the sex offender likely to engage in a Predatory Act of sexual violence, the Expert may be required to testify in court during a civil commitment case against the sex offender. Civil commitment cases will be tried in the county of the most recent sexual offense conviction. The Special Prosecution Unit and/or county of the most recent sexual offense conviction may reimburse expenses incurred by the civil commitment Expert relating to testimony in court under a separate agreement. Such evaluations will be conducted statewide at the Department facilities housing sex offenders as much as is practicable (see Exhibit J.1, Texas Department of Criminal Justice Unit Listing).

The Contractor understands that there is no guarantee that Services will be requested to be performed. Utilization of the Contractor is dependent upon the number of referrals by the multidisciplinary team and the proximity of the Offender to the Contractor.

C.2 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall provide the Services in accordance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereinafter affected or implemented. The Contractor shall comply with the Department's policies, procedures, personnel directives and regulations during the Contract Term. The Contractor shall comply with the Department's safety requirements and reporting procedures, as well as all applicable local and State standards, codes and regulations, including zoning, building, fire, health and sanitation.

C.3 REQUIREMENTS

The Expert shall conduct evaluations as stated above at specified Department facilities (see Exhibit J.1), as requested by the Department. The Expert shall submit a written report to the Department within fourteen (14) Days of completion of the evaluation. The report shall include the Offender's name, TDCJ number, date of evaluation, methods of testing, analysis of test data, description of sex history, background history, including birth/development, family/marital history, education history, work history, military history, substance abuse history, legal history, other medical history, psychiatric history, current psychiatric symptoms, mental status examination, any diagnosis of mental illness deemed appropriate as per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V), determination of whether the person has a Behavioral Abnormality that makes the person likely to engage in a Predatory Act of sexual violence after release or discharge, the Expert's signature, typed name of the Expert and title of the Expert.

The Expert shall perform evaluations at locations within one hundred twenty (120) miles or less of the point of origin, unless otherwise approved by the Department. The point of origin for Experts located outside of Texas shall be the nearest commercial airport to the Assessment location. The Department will reimburse Expert for travel to locations thirty (30) miles or farther from the point of origin as noted in Section H.5.

The Expert shall be licensed with the State of Texas and shall have experience in clinical evaluations. The Expert shall also be experienced in the administration of psychological assessments designed to measure for a Behavioral Abnormality, psychopathy or both. This includes, but may not be limited to, the Hare Psychopathy Checklist Revised (PCL-R). The Expert shall also be experienced and certified to complete the Static 99 Revised. The Expert shall possess experience in court testimony as an Expert in clinical assessments.

C.4 DEPARTMENT POLICIES AND PROCEDURES

The Contractor and its employees/subcontractors shall adhere to the Department's Policies and Procedures listed below and available on the TDCJ website at http://www.tdcj.state.tx.us:

- PD-03, Employee ID Cards;
- PD-04, Consultant/Contract Employee Information Confidentiality;
- PD-17, Drug Free Workplace;
- PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
- PD-27, Employment Status Pending Resolution of Criminal Charges or Protective Orders;
- PD-29, Sexual Misconduct with Offenders;
- PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions;
- PD-97, Training and Staff Development; and
- Safe Prisons/PREA Plan, Section VI, Training & Education, Paragraph D, Contractor and Volunteer Training Content, Items 1 through 3.

These policies and procedures shall serve to guide employee behavior in relationships to other employees, Offenders and the public.

SECTION D – REPORTS AND DATA

D.1 REPORTS REQUIRED FROM CONTRACTOR

A. The Contractor shall submit evaluation reports to the Contract Monitor identified in Section G.2.3.

B. The Contractor shall submit the HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report from Exhibit J.2 to the Contract Administrator identified in Section G.2.2 by the fifth (5th) of the following month.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

C. 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 Services being provided. 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.

D. 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 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.

E. 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.4.2 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 MONITORING CRITERIA

A. The Department, in coordination with the Contract Monitor (Section G.2.3), shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract.

B. The Contractor shall cooperate fully with the Department and the Contract Monitor in obtaining the requisite information needed to complete such audits and to assess the quality of the Contract's performance.

C. Monitoring may include, but is not limited to, monthly and interim audits conducted by the Contract Monitor, unannounced visits at any time, document reviews, on-site audits, and annual and special audits conducted by Authorized Representatives of the Department.

D. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.

E. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures and observations that could, if not addressed by Contractor, become an item of non-compliance as described in Section E.1.

E.3 INSPECTION BY STATE EMPLOYEES

The Contractor shall allow at all times employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, as well as any other persons designated by the Department and the Texas Board of Criminal Justice to monitor the delivery of Services

E.4 AUTHORITY TO AUDIT

A. 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 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.7, Books and Records, concerning record retention.

E.5 AUDITS BY OTHER AGENCIES

A. 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.

B. 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 Services 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. 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 PLACE OF PERFORMANCE

The Expert shall be required to perform evaluations at the Department facilities listed in Exhibit J.1. The Department will not provide other workspace or office equipment for the Contractor.

F.2 CONTRACT TERM

The Contract will consist of a Base Period of nine (9) months (December 1, 2015 through August 31, 2016) and three (3) one (1) year renewal Option Periods (September 1, 2016 through August 31, 2017; September 1, 2017 through August 31, 2018 and September 1, 2018 through August 31, 2019). The terms, conditions and rates for all extensions shall remain as stated in the Contract.

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 2155, Purchasing: General Rules and Procedures;
Texas Government Code, Chapter 2251, Payment for Goods and Services;
Texas Government Code, Chapter 2260, Resolution of Certain Contract Claims Against the State.

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND PROJECT MANAGER

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 Deputy Director of the TDCJ-RPD has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the daily operations of these Services as outlined in 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 Steven Tilley.

B. The telephone number for the Contract Administrator is (936) 437-7031.

C. The facsimile number for the Contract Administrator is (325) 223-0310.

D. The e-mail address for the Contract Administrator is steven.tilley@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 for this Contract is Joseph Bon-Jorno.

B. The telephone number for the Contract Monitor is (936) 437-2870.

C. The facsimile number for the Contract Monitor is (936) 437-7326.

D. The e-mail address for the Contract Monitor is joseph.bon-jorno@tdcj.texas.gov.

E. 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.

F. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

G. If, as a result of technical discussions, it is desirable to modify Contract obligations, changes will be issued in writing and signed by the Executive Director of the Department or his/her designee.

G.2.4 Project Manager

A. The Contractor's designated Project Manager for this Contract is Antoinette R. McGarrahan.

B. The telephone number for the Project Manager is (972) 726-9100.

C. The facsimile number for the Project Manager is (972) 726-9101.

D. The e-mail address for the Project Manager is armcgarrahan@sbcglobal.net.

E. The Contractor shall provide a Project Manager 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 Project Manager shall have full authority to act for the Contractor in the performance of the required Services. The Project Manager or a designated representative shall meet with the supervising officer or Contract Monitor to discuss problems as they occur. The Project Manager or designated representative shall respond within three (3) working days after notification of the existence of a problem.

G.3 INVOICE REQUIREMENTS

A. The Contractor shall bill the Department within thirty (30) Days after delivery of each evaluation report, and the Department shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer prompt Payment discount, for example, 1%, 15 Days (refer to page 1, block 7 of Contract) if the Contractor desires expedited Payment. Prompt Payment discounts must also be stated on each invoice.

B. The Contractor shall submit an original invoice for the evaluation fee and any applicable mileage reimbursement (to be billed as a separate line item) to the office designated below:

Texas Department of Criminal Justice
Rehabilitation Programs Division
Attention: Charlotte Trow, Accountant V
P. O. Box 99
Huntsville, Texas 77342-0099

C. To constitute a proper invoice, the invoice shall include the following additional information:

1. Name of business concern and invoice date;

2. Contract number and when Services were provided;

3. Descriptions, price and quantity of Services rendered;

4. Payment terms (to include prompt Payment discount, if applicable); and

5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom Payment is to be sent.

G.4 PAYMENTS

A. 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

B. Contractors who are already receiving EFT Payments from the Department or another Texas state agency do not need to register again.

C. 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 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.4.2 Payment of Debt Owed to the State of Texas

As required by §2252.903, Texas Government Code, the Contractor agrees that any Payments due under this Contract 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 rules adopted by the Department under §403.055, 403.0551, 2252.903, Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

G.4.3 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

A. Prior to the approval of this Contract by the Department, 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 Contractor's right to maintain reasonable deductibles, Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at 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, $100,000 per each accident; and

   b. By disease, $100,000 per employee with a per policy aggregate of $500,000.

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 $500,000 per occurrence.

3. **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, $3,000,000 annual aggregate. If this insurance 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.

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 policies.

B. Waive subrogation against the Department, its officers and 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 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 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 Services commencement date.

H. 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.

I. The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

J. 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.

K. 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 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 omission 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 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 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.

B. A detailed description of the HUB Subcontracting Plan and required forms to be submitted with the proposal submission are included as Exhibit J.2, HUB Subcontracting Plan.

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 Contract 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 as Exhibit J.2.

H.3 DEPARTMENT-FURNISHED EQUIPMENT

The Department will provide access to Department facilities for the purpose of performing evaluations but will not provide other workspace or office equipment.

H.4 MILEAGE REIMBURSEMENT

The Department will reimburse the Contractor for travel to locations thirty (30) miles or farther from point of origin, at the applicable mileage rate for a motor vehicle or private airplane established in the current State of Texas Travel Allowance Guide, published by the Texas Comptroller of Public Accounts.

H.5 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 email 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.6 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 written agreement is entered into between the Contractor and the Department.

H.7 SECURITY

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department policies and Unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cell phones to any Department property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars ($25.00) in cash into any Department facility. Tobacco products are allowed in designated areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

H.8 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.9 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"), the 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 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.10 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 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.

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, 2016.

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, 2016, until funds are made available to the Department for performance and until the Contractor receives notice of availability.

D. Refer to Section I.3.4, 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, which 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 any Court Order or 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, which 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, on-going, 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.4.3; 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.

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 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 term of this Contract, 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 on the date that funding ceases or 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 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 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 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 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.

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 performance of the Services 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 and shall be enforced in Travis County. The venue for any legal action shall be in Travis County.

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 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 handicap 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 Texas Government Code, Section 2252.907, 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 (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 accepted 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

A. 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.

B. 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 term of this Contract 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 provided in the Texas Government Code, Chapter 2260.

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

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.

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 Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). The 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

Neither Contractor nor 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.

Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

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: Steven Tilley, Contract Specialist II

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 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	Texas Department of Criminal Justice Unit Listing	5
J.2	HUB Subcontracting Plan	4

REGIONAL OFFICES

REGION	ADDRESS	PHONE	FAX	DIRECTORS
REGION I	1225 Ave. G Huntsville, TX 77340	936/437-2600 (035)	936/437-2651	Richard Alford (RAL8677) A.R.D. Tracy Hutto (THU2379) A.R.D. Matthew Gross (MGR9753)
REGION II	#2 Backgate Road Palestine, TX 75803	903/928-2623 (178)	903/928-2397	Kelvin Scott (KSC2639) A.R.D. Carl McKellar (CMC4766) A.R.D. Billy Howard (BHO9351)
REGION III	400 Darrington Road Rosharon, TX 77583	281/369-3736 (240)	281/595-4932	Leonard Echessa (LEC7743) A.R.D. Steve Massie (SMA0305) A.R.D. Tawn Roddey (TRO9613)
REGION IV	965 Ofstie Street Beeville, TX 78102-8986	361/362-6328 (299)	361/362-6662	Joe Grimes (JGR3576) A.R.D. Emil Garza (EGA7142) A.R.D. Patricia Chapa (PCH5380)
REGION V	304 West 6th St. Plainview, TX 79072	806/296-4500 (400)	806/296-4521	Jason Heaton (JHE5075) A.R.D. Mark Roth (MRO5926) A.R.D. Shane Hembree (LHE8388)
REGION VI	1002 Carroll Street Gatesville, TX 76528	254/248-3984 (700)	254/248-3981	Eric Guerrero (EGU9739) A.R.D. Michael Franks (MFR9826) A.R.D. Fernando Fuster (FFU7716)

CORRECTIONAL INSTITUTIONS DIVISION FACILITIES

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Allred	JA	069	V	2101 FM 369 N; Iowa Park, TX 76367 (Wichita Co.)	940/855-7477 (069)	940/855-7195	Richard Wathen (RWA0821)	James Anders (JAN4289) Charles Horsley (CHO0457)	Tina Vitolo (VT00004) Jessica Smith (JSM1622) Michelle Swaggert (SM00063) Nicole Davis (DN00010)
Beto	B1	022	II	1391 FM 3328; Palestine, TX 75880 (Anderson Co.)	903/928-2217 (022)	903/928-3019	Jeffrey Catoe (JCA2466)	Stuart Calhoun (SCA2803) Jimmy Bowman (JBO0613)	Ramona Pharis BR00002) Roshanda Ferguson (SR00029) Agnes Harris (HA00034) Jenna Grace (GJ00039)
Boyd	BY	051	II	200 Spur 113; Teague, TX 75860-2007 (Freestone Co.)	254/739-5555 (051)	254/739-5533	Cynthia Tilley (CTI4772)	Jody Hefner (JHE6838)	Rachel West (RWE2169)
Briscoe	DB	052	IV	1459 W. Highway 85; Dilley, TX 78017-4601 (Frio Co.)	830/965-4444 (052)	830/965-4112	Miguel Martinez (MMA5815)	Jorge Alvarez (JAL9726)	Yvette Marquez (VY00001)
Byrd	DU	008	I	21 F.M. 247; Huntsville, TX 77320 (Walker Co.)	936/295-5768 (008)	936/293-3192	Steven Miller (SMI9236)	Cary Cook (CCO4237)	Joyce Guerra (GJ00003)
Clemens	CN	005	III	11034 Hwy 36; Brazoria, TX 77422 (Brazoria Co.)	979/798-2188 (005)	979/798-6493	Cornelius Smith (CSM0803)	Stephen Henson (SHE1957)	Stephanie Sanchez (SME3763)
Clements	BC	037	V	9601 Spur 591; Amarillo, TX 79107-9606 (Potter Co.)	806/381-7080 (037)	806/381-5030	Barry Martin (BMA1242)	James Beach (JBE7106) Darrell Nash (DNA1234)	Nikelle Grant (GN00004) Francis Mata-Broyles (MF00002) Amy Askins (AA00008) Lindsay Wright (WL00059)
Coffield	CO	006	II	2661 FM 2054; Tennessee Colony, TX 75884 (Anderson Co.)	903/928-2211 (006)	903/928-1017	John Rupert (JRU2859)	Patrick Cooper (PCO6172) Jeffery Richardson (JRI2156)	Deanna Frances (DFR7720) Randy Minter (RMI0673) Delious Furr (FD00020) Noma Barbosa (BN00042)
Connally	CY	068	IV	899 FM 632; Kenedy, TX 78119 (Karnes Co.)	830/583-4003 (068)	830/583-4737	Jesus Manuel Peralta (JPE1393)	Juan Garcia (JGA7569) Maria Ramirez (MRA8325)	Sylvia Cortez (SCO2303) Ana Garcez (AGA9578) Sabrina Pena (PS00027)
Crain	GV	024	VI	1401 State School Road; Gatesville, TX 76599-2999 (Coryell Co.)	254/865-8431 (024)	254/865-1030	Judy Scott (JSC7232)	Doris Morris (DMO4720) Cynthia Gurrola (CGU9048)	Roberta Pickett (RPI1518), Debra Hufford (DHU6387) Mary Tatum (CM00050)
Dalhart	DH	072	V	11950 FM 998; Dalhart, TX 79022 (Hartley Co.)	806/249-8655 (072)	806/249-1589	Norvel Arnold (NAR4121)	Charles Hufford (CHU2173)	Gary L. Messer (MG00005)
Daniel	DL	038	V	938 South FM 1673; Snyder, TX 79549 (Scurry Co.)	325/573-1114 (038)	325/574-6709	Edward Pharr (EPH6210)	Thomas McCaughn (TMC1577)	Cynthia Williams (CHO9820)
Darrington	DA	007	III	59 Darrington Road; Rosharon, TX 77583 (Brazoria Co.)	281/595-3465 (007)	281/595-4013	Mark Jones (MJO8198)	James Danheim (JDA2234) Edwin Atchison (EAT4900)	Myra Montez (MMO7805) Lisa Davis (LDA2272)
Duncan	N6	063	I	1502 South First St.; Diboll, TX 75941 (Angelina Co.)	936/829-2616 (063)	936/829-3088	Charles Siringi (CSI1065)		Stacie Walton (WS00033)
Eastham	EA	009	I	2665 Prison Road #1; Lovelady, TX 75851 (Houston Co.)	936/636-7321 (009)	936/636-6911	Kevin Wheat (KWH5390)	Billy J. Reeves (BRE3277) Sharon Allen (SAL3275)	Joanie Jones (JTU1031) Diane Grimsley (GD00059) Deborah Phillips (DPH1295)
Ellis	E1	010	I	1697 FM 980; Huntsville, TX 77343 (Walker Co.)	936/295-5756 (010)	936/293-7421	Michael Roesler (MRO2830)	Keith Gorsuch (KGO2806) Charles Landis (CLA9925)	Deborah Reed (RD00056), Nancy Cooper (NCO7674), Pamela Corley (CP00007)
Estelle	E2	032	I	264 FM 3478; Huntsville, TX 77320-3320 (Walker Co.)	936/291-4200 (032)	936/439-1379	Tracy Bailey (TBA6796)	Christopher Lacox (CLA6081) Cliff Prestwood (PC00009)	Debbie Ballard (BD00099) Mandy Head (HM00040) Ashley Hughey (HA00002) Lisa Warren (WL00020)
Ferguson	FE	011	I	12120 Savage Drive; Midway, TX 75852-3654 (Madison Co.)	936/348-3751 (011)	936/293-4742	Charles Vondra (CVO7320)	Lincoln Clark (LCL6589) Kevin Belt (BK00009)	Yvette Hall (YHA9625) Polly Hannon (PHA3145) Amanda Harman-Baggerley (HA00004)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Goree	GR	012	I	7405 Hwy 75 South; Huntsville, TX 77344 (Walker Co.)	936/295-6331 (012)	936/436-4101	Richard Gunnels (RGU1516)	Randall Cook (RCO6981)	Kendra Shelly (KSH6112) Elida Torres (ETO3915)
Hamilton	JH	077	VI	200 Lee Morrison Lane; Bryan, TX 77807 (Brazos Co.)	979/779-1633 (077)	979/779-5144	Billy Lewis (BLE6142)	G. Wayne Schmoker (WSC0956)	Terry Russell (TRU1064)
Havins	TH	082	VI	500 FM 45 East; Brownwood, TX 76801 (Brown Co.)	325/643-5575 (082)	325/641-6397	Wayne Brewer (WBR0980)		Matt Hancock (WHA2448)
Hightower	HI	041	III	902 FM 686; Dayton, TX 77535 (Liberty Co.)	936/258-8013 (041)	936/257-4407	Maricia Jackson (MJA0637)	Stacey LeBlanc (SLE4029)	Latonya Mallett (MT00007)
Hilltop	HT	031	VI	1500 State School; Gatesville, TX 76598 (Coryell Co.)	254/865-8901 (031)	254/248-3277	Melodye Nelson (MNE9669)	Celia Sellers (CSE4755)	Gay McCarty (MG00017)
Hobby	HB	039	VI	742 FM 712; Marlin, TX 76661-4685 (Falls Co.)	254/883-5561 (039)	254/883-1539	Vikki Wright (VWR1879)	Jack Markum (JMA1941)	Tonya Harley (HT00002)
Hodge	HD	075	II	379 FM 2972 W; Rusk, TX 75785 (Cherokee Co.)	903/683-5781 (034)	903/683-8911	David Blackwell (DBL8814)	James Stanley (JST6984)	Susan Womack (WS00088)
Hosp/Galveston	HG	023	III	P.O. Box 48 Sub Sta #1; Galveston, TX 77555 (Galveston Co.)	409/772-2875 (023)	409/772-1758	Don Bosco (DBO0209)		Cheryl Nelson (NC00009)
Hughes	AH	042	VI	3201 FM 929; Gatesville, TX 76597 (Coryell Co.)	254/865-6663 (042)	254/865-1059	John Werner (JWE9544)	Rene Maldonado (RMA6735) Bruce Armstrong (BAR5756)	Donna Berry (BD00034) Michelle Washburn (WM00016) Leslie Harman (WL00015)
Huntsville	HV	013	I	815 12th Street; Huntsville, TX 77340 (Walker Co.)	936/437-1555 (001)	936/437-2090	James L Jones (JJO9677)	Joe Smith (JSM5045)	Cassity Konen (CKO6406) Marchell Scott (MSC9224)
Jester III	J3	030	III	3 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-7000 (030)	281/243-8305	Troy Simpson (TSI8908)	Laura Burgess (LBU6822)	Stacey Barrera (BS00026)
Jester IV (Psych)	J4	033	III	4 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3700 (033)	281/243-8317	Alphonso James Jr. (AJA6540)	Mary Ann Comstock-King (CM00003)	Stacey Barrera (BS00026) Nakia Brown (BN00026)
Jordan	JN	056	V	1992 Helton Road; Pampa, TX 79065 (Gray Co.)	806/665-7070 (056)	806/661-4407	Norris Jackson (NJA5355)	John McDaniel (JMC7129)	Bobbie Leal (BLE9498) Pamela Lowe (LP00004)
LeBlanc	BA	076	III	3695 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/724-1515 (076)	409/626-3678	Darren Wallace (DWA9824)	Aaron Tompkins (ATO4706)	Seterria Anderson (SAN3832)
Lewis	GL	040	I	777 FM 3497; Woodville, TX 75990 (Tyler Co.)	409/283-8181 (040)	409/283-6390	Tommie Haynes (THA0562)	Stephen D. Bryant (SBY7143) Billy Thompson (BTH7892)	Jennifer Shackelford (JSH9748) Jennifer Cravey (CJ00074)
Luther	P2	029	VI	1800 Luther Dr.; Navasota, TX 77868 (Grimes Co.)	936/825-7547 (029)	936/870-3373	William Jones (WJO8285)	Matthew Dobbins (MDO4748)	Michelle Williams (MCA1711)
Lynaugh	LH	073	IV	1098 S. Highway 2037; Fort Stockton, TX 79735 (Pecos Co.)	432/395-2938 (073)	432/395-1706	Glen Whitfield (GWH3387)	Ralph Marez (RMA5368)	Michelle Sellers (MSE0527)
McConnell	ML	048	IV	3001 S. Emily Dr.; Beeville, TX 78102 (Bee Co.)	361/362-2300 (048)	361/362-3011	Matt Barber (MBA0028)	Kenneth Putnam (KPU8867) Corey Furr (CFU7045)	Kathryn Gaitan (KGA5558) Veronica Inmon (VIN0544) Amelia Gonzales (GA00062)
Michael	MI	036	II	2664 FM 2054; Tennessee Colony, TX 75886 (Anderson Co.)	903/928-2311 (036)	903/928-3419	Edgar Baker (EBA0330)	Larry Berger (LBE1942) Nemier Herod (NHE3895)	Mark Sandlin (SM00059) Jennifer Sanders (SJ00086) Donald Phillips(PD00032)
Montford	JM	090	V	8602 Peach Street; Lubbock, TX 79404 (Lubbock Co.)	806/745-1021 (090)	806/474-1802	Robert Stevens (RST0284)	Leroy Bailey (LBA4511)	Tracie Thomas (TT00004)
Mountain View	MV	016	VI	2305 Ransom Road; Gatesville, TX 76528 (Coryell Co.)	254/865-7226 (016)	254/248-3259	Melodye Nelson (MNE9669)	Whitney Franks (WFR2155)	Denise Williams (DWI8742)
Murray	LM	105	VI	1916 North Hwy. 36 Bypass; Gatesville, TX 76596 (Coryell Co.)	254/865-2000 (105)	254/248-3866	Debbie Erwin (DER4345)	Kimberly Massey (KHU3190)	Stacy Swindall (SSW2913)
Neal	KN	070	V	9055 Spur 591; Amarillo, TX 79107 (Potter Co.)	806/383-1175 (070)	806/381-5052	Jamie Baker (JBA4086)	Joe Milbern (JMI2521)	Penni Granat (PPO1128)
Pack	P1	026	VI	2400 Wallace Pack Road; Navasota, TX 77868 (Grimes Co.)	936/825-3728 (026)	936/825-6035	Robert Herrera (RHE8074)	Donald Bilnoski (DBI7888)	Lorie Larson (LL00058)
Polunsky	TL	054	I	3872 FM 350 South; Livingston, TX 77351 (Polk Co.)	936/967-8082 (054)	936/967-6011	Todd Harris (THA7028)	Donald Muniz (DMU4680) Richard Langley (RLA7610)	Mark Duff (MDU1882) Joy Runnels (RJ00015)
Powledge	B2	028	II	1400 FM 3452; Palestine, TX 75803 (Anderson Co.)	903/723-5074 (028)	903/723-6017	Balden Polk (BPO0613)	Timothy Ault (TAU9538)	Stephanie Karnes (SKA5151)
Ramsey	R1	017	III	1100 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3491 (017)	281/595-4035	James Mossbarger (JMO5616)	Jacqueline Jones (JAJ5385)	Amanda McCree (AMC0396) Martha Chavez (R1CLS53)
Roach [Roach Work Camp (W9)]	RH	050	V	15845 FM 164; Childress, TX 79201 (Childress Co.)	940/937-6364 (050)	940/937-1015	Terry Tucker (TTU9737)	Jason Williams (JWI2970)	Jamie Moss (MJ00088)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Robertson	RB	047	VI	12071 FM 3522; Abilene, TX 79601 (Jones Co.)	325/548-9035 (047)	325/548-9031	Ronald Fox (RFO6852)	Adam Gonzales (AGO6811) Jimmy Webb (JWE4739)	Emily Jacobs (EJA1768) Angela Iwerebor (IA00005) Michelle Florida (FM00004)
Scott	RV	019	III	6999 Retrieve; Angleton, TX 77515 (Brazoria Co.)	979/849-9306 (019)	979/848-5137	Larry Doyle (LDO1523)	Richard D. Waldron (RWA8757)	Jane Henry (JHE2883)
Segovia	EN	078	IV	1201 E. El Cibolo Rd.; Edinburg, TX 78542 (Hidalgo Co.)	956/316-2400 (078)	956/380-8653	Philip Rodriguez (PRO6818)	Felipe Gonzalez (FGO1121)	Norma Garcia (NGA3946) Martha Saenz (MSA4002)
Skyview	SV	034	II	379 FM 2972 W; Rusk, TX 75785 (Cherokee Co.)	903/683-5781 (034)	903/683-8911	David Blackwell (DBL8814)	Calvin Tucker (CTU1532)	Susan Womack (WS00088)
Smith	SM	053	V	1313 County Road 19; Lamesa, TX 79331-1898 (Dawson Co.)	806/872-6741 (053)	806/872-1311	Steven Swift (SSW7186)	Joel Gauna (JGA9069) Jennifer Cozby (JCO8003)	Rashantay Harris (HR00047) Nicole Morales (MH00009)
Stevenson	SB	071	IV	1525 FM 766; Cuero, TX 77954 (DeWitt Co.)	361/275-2075 (071)	361/275-5068	Jimmy Smith (JSM5584)	Fredrick Merida (FME6211)	Valerie Maciel (VGO6414)
Stiles	ST	049	III	3060 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/722-5255 (049)	409/719-4159	Christopher Carter (CCA0353)	Virgil McMullen (VMC0650) Tod Allen (TAL8548)	Vivian Davis (DV00001) Latonia Jones (LJO7254) Tammy Bassett (STCLS08)
Stringfellow	R2	018	III	1200 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3413 (018)	281/595-4048	Frankie Reescano (FRE7501)	Kenneth Jolley (KJO6646)	Diane Sifuentes (SD00003)
Telford	TO	067	II	3899 State Hwy 98; New Boston, TX 75570 (Bowie Co.)	903/628-3171 (067)	903/628-7316	Dawn Merchant (DGR4598)	Kevin Pinney (KPI6692) Francisco Facio (FFA8503)	Richelle Walter (RWA5790) Karen Norris (KNO1164) Lisa Pulce (LPU9779)
Terrell	R3	027	III	1300 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3481 (027)	281/595-4069	Michael Butcher (MBU5787)	Robert Beard (RBE6535)	Ar'Lisa Simon-Hastings (ASI2305)
Torres	TE	055	IV	125 Private Road #4303; Hondo, TX 78861 (Medina Co.)	830/426-5325 (055)	830/426-6386	Joseph Wilson (JWI4309)	Kimberly Woodall (KWO4116)	Kristi Ivy (KIV6798)
Vance	J2	015	III	2 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3030 (014)	281/566-8111	Troy Simpson (TSI8908)	Kirt Stiefer (KST9019)	Vacant
Wallace [San Angelo (W3)	WL	074	V	1675 S. FM 3525; Colorado City, TX 79512 (Mitchell Co.)	325/728-2162 (074)	325/728-1309	Linda Gonzales (LCA3553)	Matt Kennelly (MKE5006)	Josie Ortegon (JES1231) Melinda Wagner (WLCNT10)
West Texas Regional Medical Facility	HP		V	8602 Peach Street; Lubbock, TX 79404 (Lubbock Co.)	Co-located with the Montford Unit				
Wynne	WY	020	I	810 FM 2821, Huntsville, TX 77349 (Walker Co.)	936/295-9126 (020)	936/436-4888	Kelly Strong (KST0942)	Troy Selman (TSE2431) Brian Smith (BSM6448)	Vickie Colbert (VCO6665) Virginia Stevens (VBO6435) Tomeka Johnson (TDA0767)
Carole S. Young Medical Facility Complex	GC	129	III	5509 Attwater Ave.; Dickinson, TX 77539 (Galveston Co.)	409/948-0001 (129)	409/645-7669	Don Bosco (DBO0209)	Tovi Butcher (TDU4787)	Cheryl Nelson (NC00009)
TRANSFER FACILITIES									
Baten	NJ	113	V	1995 Helton Road; Pampa, TX 79065 (Gray Co.)	806/665-7070	806/661-4407	Norris Jackson (NJA5355)	Co-located with the Jordan Unit	
Cotulla	N4	061	IV	610 FM 624; Cotulla, TX 78014 (LaSalle Co.)	830/879-3077 (061)	830/879-2300	Miguel Martinez (MMA5815)	Jorge Alvarez (JAL9726)	Joann Olivares (DJ00042)
Fort Stockton	N5	062	IV	1536 East IH-10; Fort Stockton, TX 79735 (Pecos Co.)	432/336-7676 (062)	432/336-4440	Glen Whitfield (GWH3387)		Christene Parker (CPA9599)
Garza East [Chase Field (W6)]	NI	096	IV	4304 Highway 202; Beeville, TX 78102-8981 (Bee Co.)	361/358-9880 (096)	361/362-6656	Bryan Gordy (BGO5686)	Phonso Rayford (PRA3069)	Ellonor Castillo (ECA3649) Rita Cuellar (RSA0943)
Garza West	NH	095	IV	4250 Highway 202; Beeville, TX 78102-8982 (Bee Co.)	361/358-9890 (095)	361/362-6649	Bryan Gordy (BGO5686)	Garth Parker (GPA1336)	Patricia Velasquez (VP00002) Beatrice Perez (BPE3447) Kisha Collins (KBR4221)
Goodman	GG	086	I	349 Private Rd. 8430; Jasper, TX 75951 (Jasper Co.)	409/383-0012 (086)	409/383-2555	Michael Mackey (MMA8905)		Kim Williams (KWI4429)
Gurney	ND	094	II	1385 FM 3328; Palestine, TX 75803 (Anderson Co.)	903/928-3118 (094)	903/928-1753	Steven Sperry (SSP9619)	Jesse Wicks (JWI1583)	Donna Smith (FD00004) Paulette Harris (HG00021) Jessica Boger (BJ00219)
Holliday	NF	092	I	295 I.H. 45N; Huntsville, TX 77320 (Walker Co.)	936/295-8200 (092)	936/293-3293	Pamela Baggett (PBA2485)	Rodger Bowers (RBO1968)	Tamina R. Brazil (TBU8308) Tomyka Young (TYO7692) Deborah McCance (DMC8596)
Marlin	N1	064	VI	2893 State Highway 6; Marlin, TX 76661-6588 (Falls Co.)	254/883-3858 (064)	254/883-3065	Vikki Wright (VWR1879)		Tonya Harley (HT00002) Camillo Tovar (TC00008)
Middleton	NE	093	VI	13055 FM 3522; Abilene, TX 79601 (Jones Co.)	325/548-9075 (093)	325/548-9033	Rocky Moore (RMO6966)	David Lofton (DLO8297)	Phillip A. McCain (PMC6928) Ellen Moore (NECSM06) Laurie McKay (ML00053)
Moore	CM	079	II	1700 N. FM 87; Bonham, TX 75418 (Fannin Co.)	903/583-4464 (079)	903/640-5397	Donna Kazmierczak (DKA8925)	Rodger McDonald (RMC1563)	Delisa Catalane (DCA2695)
Rudd	RD	081	V	2004 Lamesa Hwy.; Brownfield, TX 79316 (Terry Co.)	806/637-4470 (081)	806/637-7283	Keith Gentry (KGE7513)		Solomon Gonzalez (GS00017)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
San Saba	N2	065	VI	206 South Wallace Creek Road; San Saba, TX 76877 (San Saba Co.)	325/372-4255 (065)	325/372-4502	Tracey Allen (AT00010)		Jayme McGinty (JMC3186)
Tulia	N3	066	V	4000 Hwy 86 West; Tulia, TX 79088 (Swisher Co.)	806/995-4109 (066)	806/995-2926	Gregory David (GDA7870)		Judy Myers (JBA4289)
Ware	DW	104	V	1681 S. FM 3525; Colorado City, TX 79512 (Mitchell Co.)	325/728-2162 (104)	325/728-1505	Linda Gonzales (LCA3553)	Bryan Williams (BWI5752)	Josie Ortegon (JES1231) Laura Espinoza (DWCLS00)
SUBSTANCE ABUSE FACILITIES									**INTAKE**
Glossbrenner	SO	088	IV	5100 S. FM 1329; San Diego, TX 78384 (Duvall Co.)	361/279-2705 (088)	361/279-6406	Ronald Givens (RGI7509)		Sylvia Santos (PS00019) Vacant
Halbert	BB	084	VI	800 Ellen Halbert Drive; Burnet, TX 78611 (Burnet Co.)	512/756-6171 (084)	512/715-3247	Mary Holligan (MHO7819)		Sheila Canfield (CS00113)
Jester I	J1	014	III	1 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3030 (014)	281/566-8111	Troy Simpson (TSI8908)		Vacant Raymond Foster (RFO4381)
Johnston	JT	089	II	703 Airport Rd.; Winnsboro, TX 75494 (Wood Co.)	903/342-6166 (089)	903/342-4487	Daniel Dickerson (DDI8614)		Rita Dupas (DR00013)
Sayle	SY	080	VI	4176 FM 1800; Breckenridge, TX 76424 (Stephens Co.)	254/559-1581 (080)	254/559-7886	Philip Sifuentes (PSI4447)		Malisa Hill (MEL0972)
STATE JAIL FACILITIES State Operated									
Cole	CL	102	II	3801 Silo Road; Bonham, TX 75418 (Fannin Co.)	903/583-1100 (102)	903/640-5651	Donna Kazmierczak (DKA8925)	Michael Owens (MOW5973)	Misty Odom (MOD5713)
Dominguez	BX	098	IV	6535 Cagnon Road.; San Antonio, TX 78252 (Bexar Co.)	210/675-6620 (098)	210/645-2538	Kendall Richerson (KRI1531)	Evelyn Castro (ECA0168)	Angelica Sandoval (AGO7610) Melissa Garza (GM00112)
Formby	FB	106	V	998 County Road. AA; Plainview, TX 79072-9641 (Hale Co.)	806/296-2448 (106)	806/293-6605	Charles McDuffie (CMC0027)	Arlene Franco (AFR7993)	Zulema Ontiveros (ZON2886) Marsha Brunson (BM00049)
Gist	BJ	097	III	3295 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/727-8400 (097)	409/721-8409	Gene Kroll (GKR9261)	Jessie Ortega (JOR2949)	Nicole Wallace (WN00002) Wanda Guidry (BJCSM11)
Henley	LT	083	III	7581 Hwy. 321; Dayton, TX 77535 (Liberty Co.)	936/258-2476 (083)	936/257-4449	Sharon Johnson (SJO6107)	Angela Dean (ADE7220)	Samantha Berotte (BS00012)
Hutchins	HJ	099	II	1500 E. Langdon Rd.; Dallas, TX 75241 (Dallas Co.)	972/225-1304 (099)	469/941-3913	Jeffery Pringle (JPR6236)	Deborah Cockrell (DCO5024)	Nina Delaney (NKO2184) Paula Lopez (LP00010)
Kegans	HM	117	III	707 Top Street; Houston, TX 77002 (Harris Co.)	713/224-6584	713/238-6710	Reginald Goings (RGO8509)	Jerry Sanchez (JSA7996)	Velicia Bell (VBE5585) Samantha Berotte (BS00012) Lisa Davis (LDA2272))
Lopez	RL	103	IV	1203 El Cibolo Road; Edinburg, TX 78542 (Hidalgo Co.)	956/316-3810 (103)	956/316-7447	Philip Rodriguez (PRO6818)	Terry May (TMA5594)	Norma Garcia (NGA3946) Martha Saenz (MSA4002)
Lychner	AJ	100	III	2350 Atascocita Rd.; Humble, TX 77396 (Harris Co.)	281/454-5036 (100)	281/459-7261	Reginald Goings (RGO8509)	Bradley Hutchison (BHU5928)	Velicia Bell (VBE5585) Yosheka Gentry (BY00007) Tiffany Brown (BT00053)
Ney	HF	085	IV	114 Private Road 4303; Hondo, TX 78861-3812 (Medina Co.)	830/426-8030 (085)	830/426-6853	Joseph Wilson (JWI4309)	Kimberly Woodall (KWO4116)	Kristy Boettcher (KBO2849)
Plane [Santa Maria XS]	LJ	101	III	904 F.M. 686; Dayton, TX 77535 (Liberty Co.)	936/258-2476 (101)	936/257-4449	Sharon Johnson (SJO6107)	Kristi Flippo (KFL3384)	Samamtha Berotte (BS00012) Toye Grays (GT00035) Julian McCloud-Mondesir (MJ00252)
Sanchez	RZ	108	IV	3901 State Jail Road; El Paso, TX 79938 (El Paso Co.)	915/856-0046 (108)	915/849-4790	Kevin Foley (KFO1803)	Adrian Amonett (AAM3199)	Elsa Broadbent (EBR5057)
Travis County	TI	118	VI	8101 FM 969; Austin, TX 78724 (Travis Co.)	512/926-4482	512/228-5223	Kelli Forrester (KFO6091)	Barry Moran (BMO8105)	Tara Lund (LT00010)
Wheeler	WR	087	V	986 County Road AA; Plainview, TX 79072-9682 (Hale Co.)	806/293-1081 (087)	806/293-6605	Charles McDuffie (CMC0027)	Arlene Franco (AFR7993)	Zulema Ontivares (ZON2886)
Woodman	WM	107	VI	1210 Coryell City Road; Gatesville, TX 76528 (Coryell Co.)	254/865-9398 (107)	254/865-1028	Patricia Walker (PWA9391)	Beth Morris (BMO1428)	Shurrie Swindall (SS00034)
STATE JAIL FACILITIES Privately Operated									
Bartlett (CCA)	BL	119		1018 Arnold Drive; Bartlett, TX 76511 (Williamson Co.)	254/527-3300	254/527-4489	Michael Phillips (PM00043)	Craig Scott (SC00094)	Kathy Tuggle (KTU3282) Linda Anderson (LAN7618)
Bradshaw (CCA)	BH	128		P.O. Box 9000; Henderson, TX 75653-9000 (Rusk Co.)	903/655-0880	903/655-0500	Robert Shaw (RSH5934)	Michael Sizemore (SM00073)	Brenda Fletcher (BFL5670) Juanita Walker (JWA3485) Yolandreia Oliver (YOL0732)
Lindsey (CCA)	LN	121		1620 FM 3344; Jacksboro, TX 76458 (Jack Co.)	940/567-2272	940/567-2292	Mary Brandin (MBR6948)	Cole McKennon (MR00040)	Cindy Tinney (CTI5737) Rober Peek (RP00018)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Willacy County (CCA)	WI	120		1695 South Buffalo Drive; Raymondville, TX 78580 (Willacy Co.)	956/689-4900	956/689-4001	Orlando Perez (OPE5260)	Paul Arguijo (PAR1562)	Remigio Garcia (RGA3479) Kristal Parmer (PK00042)
PRIVATE PRISONS									
Bridgeport (MTC)	BR	044		4000 North 10th Street; Bridgeport, TX 76426 (Wise Co.)	940/683-3010 (674)	940/683-3094	David McComis (DMC2568)		Patsy Jonson (JP00024) Mara Lira (LN00018)
Cleveland (GEO)	CV	046		901 East 5th Street; Cleveland, TX 77327 (Liberty Co.)	281/592-9559 (671)	281/592-9552	Virgil Jordan (JV00004)		Angela Morris (MA00151)
Diboll (MTC)	DO	112		1604 S. First St.; Diboll, TX 75941 (Angelina Co.)	936/829-2295 (112)	936/829-2296	David Driskell (DDR2251)		Susan Seale (SS00197)
Estes (MTC)	VS	045		1100 Highway 1807; Venus, TX 76084 (Johnson Co.)	972/366-3334 (670)	972/366-3255	Robert Treon	Terry Wiktorik (TWI1446)	Dorothy Shufelt (DSH8806) Patricia Beach (BP00005)
Kyle (MTC)	KY	043		23001 IH 35; Kyle, TX 78640 (Hays Co.)	512/268-0079 (633)	512/268-0366	Deanna Branham		Barbara Brown (BHE1291)
Lockhart (Female) (GEO)	LC	109		P.O. Box 1170; Lockhart, TX 78644 (Caldwell Co.)	512/398-3480	512/398-4551	Jackie Edwards	Daisy Clark (CD00041)	Joe Ramirez (JRA3698) Sandra Fizeseri (SFI8728) Kathleen Johnson (KJO5895)
Moore (MTC)	BM	111		8500 North FM 3053; Overton, TX 75684 (Rusk/Smith Co.)	903/834-6186	903/834-6576	David Hudson (HD00032)		Kim Rasor (KRA3617)
MULTI-USE FACILITIES Privately Operated									
East Texas Treatment Facility (MTC)	XQ			900 Industrial Dr.; Henderson, TX 75653 (Rusk Co.)	903/655-3300	888/846-8679	Greg Shirley (GSH4635)	Michelle Daley (DM00027) Grady Wallace (WG00031)	Kerri Kinsey (KK00004)
PAROLE FACILITIES									
Roach ISF	C1	050	V	15845 FM 164; Childress, TX 79201 (Childress Co.)	940/937-6364 (050)	940/937-1015	Terry Tucker (TTU9737)	Jason Williams (JWI2970)	Jamie Moss (MJ00088)
PAROLE FACILITIES Privately Operated									
West Texas ISF (MTC)	XN			2002 Lamesa Hwy.; Brownfield, TX 79316 (Terry Co.)	806/637-4032	806/637-4471	Susan Payne (PS00028)		Latoshia Burse (BL00090)
South Texas ISF (MTC)	XM			1511 Preston; Houston, TX 77002 (Harris Co.)	713/223-0601	713/223-5930	Jennifer Brown (JLO2997)		Tina Sharkey (TSH1139) Donnie Jones (DJO7579)
PRE-PAROLE FACILITIES Privately Operated									
Bridgeport PPT (MTC)	T1	057		222 Lake Road; Bridgeport, TX 76426 (Wise Co.)	940/683-2162	940/683-5880	David McComis (DMC2568)		Patsy Johnson (JP00024) Charlotte Walker (CWA0657)
Lockhart (Female)	T3	109		P.O. Box 1170; Lockhart, TX 78644 (Caldwell Co.)	512/398-3480 (109)	512/398-4551	Jackie Edwards	Daisy Clark (CD00041)	Joe Ramirez (JRA3698)

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 **Professional Services Contracts** Category.

The HUB Goal for this category is therefore identified as **23.7** **%.**

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: Antoinette R. McGarrahan, Ph.D., PLLC State of Texas VID #:
Point of Contact: Antoinette McGarrahan Phone #: 9727269100
E-mail Address: armcgarrahan@sbcglobal.net Fax #: 9727269101

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

c. Requisition #: 696-PS-15-P021 Bid Open Date: 8/31/15 (mm/dd/yyyy)

Enter your company's name here: Antoinette M Garrahan, PhD, PLLC Requisition #696-PS-15-P0021

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 continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at 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: Antoinette McGarrahan PhD PLLC Requisition #: 696-PS-15-P021

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.)

The company will have 2 experts available to complete the services and perform the entire contract by utilizing the skills and expertise of each effort, as well as using our own supplies and materials. no subcontracting will be conducted.

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 (mm/dd/yyyy)
Antoinette McGarrahan	Antoinette McGarrahan	owner/psychologist	10/9/15

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.

Rev. 07/27/15

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-PS-16-16-C120 **Date of Award:** 12/01/2015 (mm/dd/yyyy) **Object Code:** (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: Steven Tilley, CTPM, CTCM

Contractor (Company) Name: Antoinette R. McGarrahan, Ph.D., PLLC **State of Texas VID #:** 14643292031

Point of Contact: Antoinette R. McGarrahan, Ph.D. **Phone #:** (936) 647-5914

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? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	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 (Agency Use Only)
N/A			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

Signature: _____ **Title:** _____ **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 [x] is not, a HUB certified by the Texas Procurement and Support Services (TPASS).

K.2 CHILD SUPPORT REPRESENTATION

A. Under Section 231.006 of the Texas Family Code 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.

B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.

Check ONE:

_____ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.

___X___ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

If subject to Section 231.006, an offer must include names and social security numbers of each person with at least a twenty-five percent (25%) ownership of the business entity submitting offer.

Antoinette R. McGarrahan	[redacted]		
Print Name	SSN	Print Name	SSN
Print Name	SSN	Print Name	SSN

Offeror certifies that the individual or business entity named in this offer is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its offer that it is not currently delinquent in the Payment of any franchise tax owed the State of Texas.

K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as [x] a corporation incorporated under the laws of the State of Texas , [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code 34 (TAC) Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, 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 serviced-disabled veteran.*
_____ Services offered by a Texas bidder that is not owned by a Texas resident serviced–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, 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 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.6.9 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.6.10 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 the offer made to any competitor or any other person engaged in such line of business.

K.6.11 Ethics

K.6.11.1 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.6.11.2 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 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.6.13 Previous Employment with Department

Offeror represents and certifies that he/she has not been employed by the Department within the past twelve (12) months.

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, http://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).

Antoinette R. McGarrahan, Ph.D., Psychologist

(972) 726-9100 (office)

[redacted] (cell)

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: 46-43292-03.

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: Antoinette R. McGarrahan Title: Psychologist

Phone Number: (972) 726-9100 Fax Number: (972) 726-9101

Street Address: 12820 Hillcrest Road, Ste. 217

City: Dallas State: TX Zip Code: 75230

Email Address: armcgarrahan@sbcglobal.net

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.

Antoinette R. McGarrahan, Ph.D., PLLC	696-PS-15-P021
Name of Offeror	Solicitation No.
Antoinette M Garrahan	9/22/15
Signature of Authorized Individual	Date

Antoinette R. McGarrahan, Ph.D.

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

SOLICITATION, OFFER AND AWARD **1**

TABLE OF CONTENTS **3**

SECTION A - DEFINITIONS **6**

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST **8**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT **9**

SECTION D – REPORTS AND DATA **11**

SECTION E - INSPECTION AND ACCEPTANCE **12**

SECTION F - DELIVERIES OR PERFORMANCE **14**

SECTION G - CONTRACT ADMINISTRATION DATA **15**

SECTION H - SPECIAL CONTRACT REQUIREMENTS **19**

SECTION I - CONTRACT CLAUSES **25**

SECTION J - LIST OF EXHIBITS **38**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS **39**

K.2 CHILD SUPPORT REPRESENTATION 39
- Redacted Social Security Number - Proprietary Information

K.8 AUTHORIZED NEGOTIATORS 47
- Redacted Personal Cell Phone Number - Proprietary Information

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
	696-PS-15-P021	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFO) ☒ NEGOTIATED (RFP)	August 31, 2015

SOLICITATION

5. Sealed offers will be received by the Department until **3:00 p.m. local time on September 28, 2015**, and submitted to:	6. **FOR INFORMATION CONTACT:**
Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 **Attention: 696-PS-15-P021**	Steven Tilley, CTPM, CTCM Contract Administrator PHONE: (936) 437-7031 FAX: (325) 223-0310 E-MAIL: steven.tilley@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: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	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

Document Type: 9
Statutory Cite: Texas Health and Safety Code, Title 11, Chapter 841, Subchapter A
This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The total funding for the base period of November 1, 2015 – August 31, 2016 shall not exceed $_____.

Contractor	**Texas Department of Criminal Justice**
By: _____	By: _____
Name: _____	Jerry McGinty
Title: _____	Chief Financial Officer
Date: _____	Date: _____

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD **1**

TABLE OF CONTENTS **2**

SECTION A - DEFINITIONS **6**

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST **8**

B.1 SERVICES AND PRICING INSTRUCTIONS 8
B.1.1 Services Being Acquired 8
B.1.2 Pricing Instructions 8
B.2 PRICING SCHEDULE 8

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT **9**

C.1 BACKGROUND 9
C.2 GENERAL DUTIES AND OBLIGATIONS 9
C.3 REQUIREMENTS 9
C.4 DEPARTMENT POLICIES AND PROCEDURES 10

SECTION D – REPORTS AND DATA **11**

D.1 REPORTS REQUIRED FROM CONTRACTOR 11

SECTION E - INSPECTION AND ACCEPTANCE **12**

E.1 INSPECTION OF SERVICES 12
E.2 MONITORING CRITERIA 12
E.3 INSPECTION BY STATE EMPLOYEES 13
E.4 AUTHORITY TO AUDIT 13
E.5 AUDITS BY OTHER AGENCIES 13
E.6 FRAUD, WASTE OR ABUSE 13

SECTION F - DELIVERIES OR PERFORMANCE **14**

F.1 PLACE OF PERFORMANCE 14
F.2 CONTRACT TERM 14

SECTION G - CONTRACT ADMINISTRATION DATA **15**

G.1 CLAUSES INCORPORATED BY REFERENCE 15
G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND PROJECT MANAGER 15
G.2.1 Authorized Representative 15
G.2.2 Contract Administrator 16
G.2.3 Contract Monitor 16
G.2.4 Project Manager 16
G.3 INVOICE REQUIREMENTS 17
G.4 PAYMENTS 17
G.4.1 Late Payment 18
G.4.2 Payment of Debt Owed to the State of Texas 18
G.4.3 Right to Offset 18

SECTION H - SPECIAL CONTRACT REQUIREMENTS **19**

H.1 INSURANCE REQUIREMENTS 19
H.1.1 REQUIRED PROVISIONS 19
H.2 SUBCONTRACTORS 20
H.2.1 Insurance 21
H.2.2 Historically Underutilized Businesses (HUB) 21
H.3 DEPARTMENT-FURNISHED EQUIPMENT 22

H.4 MILEAGE REIMBURSEMENT 22
H.5 ORGANIZATIONAL AND NAME CHANGE 22
H.6 BOOKS AND RECORDS 22
H.7 SECURITY 22
H.8 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS 23
H.9 CRIMINAL HISTORY INFORMATION COMPLIANCE 23
H.10 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION 23

SECTION I - CONTRACT CLAUSES 25

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR 25
I.2 ADVERTISING OF AWARD 25
I.3 DEFAULT AND TERMINATION 25
I.3.1 Default by Contractor 25
I.3.2 Further Opportunity to Cure 26
I.3.3 Remedy of the Department 26
I.3.4 Termination for Unavailability of Funds 27
I.3.5 Non-Appropriation Effect and Remedy 28
I.3.6 Termination for Convenience 28
I.3.7 Termination by Mutual Agreement 28
I.3.8 Termination Procedures 28
I.3.9 Default by the Department 29
I.3.10 Remedy of Contractor 29
I.3.11 Dispute Resolution 29
I.4 NO WAIVER OF RIGHTS 30
I.5 INDEMNIFICATION OF THE DEPARTMENT 30
I.5.1 Acts or Omissions 30
I.5.2 Infringement 30
I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity 31
I.6 NO WAIVER OF DEFENSES 31
I.7 INDEPENDENT CONTRACTOR 32
I.8 LAWS OF TEXAS 32
I.9 ASSIGNMENT 32
I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS 33
I.11 APPROVAL OF CONTRACT 33
I.12 NON-DISCRIMINATION 33
I.13 CONFIDENTIALITY AND OPEN RECORDS 33
I.13.1 Confidentiality 33
I.13.2 Open Records 34
I.14 CONTRACT CHANGES 34
I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT 34
I.16 OPTION TO EXTEND SERVICES 34
I.17 SEVERABILITY 35
I.18 IMMIGRATION 35
I.19 NO LIABILITY UPON TERMINATION 35
I.20 LIMITATION ON AUTHORITY 35
I.21 INTELLECTUAL PROPERTY INDEMNIFICATION 35
I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213 35
I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP) 36
I.24 FORCE MAJEURE 36
I.25 NOTICES 36
I.26 SUBSTITUTIONS 37
I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM 37

SECTION J - LIST OF EXHIBITS 38

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 39

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION 39
K.1.1 Definition 39
K.1.2 Representation 39
K.2 CHILD SUPPORT REPRESENTATION 39
K.3 FRANCHISE TAX REPRESENTATION 40
K.4 TYPE OF BUSINESS ORGANIZATION 40
K.5 PREFERENCE CLAIM 41
K.5.1 Source and Specification Preferences 41
K.5.2 Tie-Bid Preferences 41
K.5.3 Additional Preferences 41
K.6 REPRESENTATIONS OF OFFEROR 42
K.6.1 Organization and Qualification 42
K.6.2 Authorization 42
K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws 42
K.6.4 No Defaults Under Agreements 42
K.6.5 Compliance With Laws 42
K.6.6 No Litigation 43
K.6.7 Taxes 43
K.6.8 No Adverse Change 44
K.6.9 Disclosure 44
K.6.10 No Collusion 44
K.6.11 Ethics 44
K.6.11.1 Conflict of Interest 44
K.6.11.2 No Gratuities 45
K.6.12 No Compensation 45
K.6.13 Previous Employment with Department 45
K.6.14 Contracting with Executive Head of State Agency 45
K.6.15 Notification 45
K.6.16 Suspension, Debarment and Terrorism 45
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 46
K.6.18 Deceptive Trade Practices; Unfair Business Practices 46
K.7 REPRESENTATIONS OF THE DEPARTMENT 46
K.7.1 Authorization 46
K.7.2 No Violation of Agreements 46
K.7.3 Disclosure 47
K.8 AUTHORIZED NEGOTIATORS 47
K.9 PAYEE IDENTIFICATION NUMBER 47
K.10 POINT OF CONTACT 47
K.11 CERTIFICATION 48

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS 49

L.1 AMENDMENTS TO SOLICITATIONS 49
L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS 49
L.3 SIGNATURES ON PROPOSAL SUBMITTED 49
L.4 PROPOSAL ACCEPTANCE PERIOD 50
L.5 CONTRACT AWARD 50
L.6 RIGHTS OF THE DEPARTMENT 50
L.7 PROPOSAL PREPARATION INSTRUCTION 51
L.7.1 Volume One – Business/Technical Proposal 52
L.7.2 Volume Two – Price Proposal 53
L.7.3 Volume Three – HUB Subcontracting Plan 53
L.8 DISCUSSION AND CORRESPONDENCE 54

L.9 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS....54
L.10 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION....55

SECTION M - EVALUATION FACTORS FOR AWARD 56

M.1 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA....56
M.2 EVALUATION CRITERIA....56
M.2.1 Cost (40%)....56
M.2.2 Qualifications (30%)....56
M.2.3 Detailed Description (25%)....56
M.2.4 Past Performance (5%)....56

SECTION A - DEFINITIONS

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

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.

Behavioral Abnormality means a congenital or acquired condition that, by affecting a person's emotional or volitional capacity predisposed the person to commit a sexually violent offense, to the extent that the person becomes a menace to the health and safety of another person.

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.

Contract Administrator shall have the meaning set forth in Section G.2.2.

Contract Monitor shall have the meaning set forth in Section G.2.3.

Contract Term means the duration of this Contract as specified in Section F.2.

Contractor means _____.

Days means calendar days unless otherwise specified.

Department means the Texas Department of Criminal Justice (TDCJ).

Department Policies means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department, applicable to providing the Services specified under this Contract.

Event of Default means any of the events or circumstances described in Section I.3.

Expert means the Contractor or employee of the Contractor conducting psychopathy evaluations as specified in Section C.3.

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.

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 under supervision or custody of the Department.

Payment(s) means the amount(s) agreed to be paid by the Department to Contractor for Services under this Contract.

PD means the Texas Department of Criminal Justice Personnel Directives.

Predatory Act means an act that is committed for the purpose of victimization and that is directed toward a stranger, a person of casual acquaintance with whom no substantial relationship exists, or a person with whom a relationship has been established or promoted for the purpose of victimization.

Service Commencement Date means the date on which Contractor shall begin providing Services pursuant to this Contract. For the purpose of this Contract, that date is November 1, 2015.

Services means delivery by the Contractor of Psychopathy Expert Assessment Services in accordance with the terms and conditions of the Contract.

TBCJ means the Texas Board of Criminal Justice.

TDCJ-RPD means the Texas Department of Criminal Justice – Rehabilitation Programs Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SERVICES AND PRICING INSTRUCTIONS

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 (except as may be furnished by the Department as specifically identified within this Contract) and otherwise do all things necessary for, or incidental to providing clinical evaluations at specified Department facilities as requested by the Department.

B.1.2 Pricing Instructions

The Department anticipates award of a firm fixed-price contract for these Services. Price shall be evaluated in accordance with the evaluation factors identified in Section M. Offerors shall complete the B.2, Pricing Schedule.

B.2 PRICING SCHEDULE

Contract Line Item Number (CLIN) 001-004

001	Base Period (11/01/15 – 08/31/16)	$_____	Per Evaluation
002	Option Period One (09/01/16 – 08/31/17)	$_____	Per Evaluation
003	Option Period Two (09/01/17 – 08/31/18)	$_____	Per Evaluation
004	Option Period Three (09/01/18 – 08/31/19)	$_____	Per Evaluation

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Pursuant to Texas Health and Safety Code, Title 11, Chapter 841, the Department requires a qualified Expert to perform clinical evaluations to determine if sex offenders eligible for civil commitment suffer from a Behavioral Abnormality that makes the sex offender likely to engage in a Predatory Act of sexual violence. The Expert shall make a clinical assessment based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to aid the Department in its assessment, including the Static 99 Revised. Upon determination that a sex offender does suffer from a Behavioral Abnormality that makes the sex offender likely to engage in a Predatory Act of sexual violence, the Expert may be required to testify in court during a civil commitment case against the sex offender. Civil commitment cases will be tried in the county of the most recent sexual offense conviction. The Special Prosecution Unit and/or county of the most recent sexual offense conviction may reimburse expenses incurred by the civil commitment Expert relating to testimony in court under a separate agreement. Such evaluations will be conducted statewide at the Department facilities housing sex offenders as much as is practicable (see Exhibit J.1, Texas Department of Criminal Justice Unit Listing).

The Contractor understands that there is no guarantee that Services will be requested to be performed. Utilization of the Contractor is dependent upon the number of referrals by the multidisciplinary team and the proximity of the Offender to the Contractor.

C.2 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall provide the Services in accordance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereinafter affected or implemented. The Contractor shall comply with the Department's policies, procedures, personnel directives and regulations during the Contract Term. The Contractor shall comply with the Department's safety requirements and reporting procedures, as well as all applicable local and State standards, codes and regulations, including zoning, building, fire, health and sanitation.

C.3 REQUIREMENTS

The Expert shall conduct evaluations as stated above at specified Department facilities (see Exhibit J.1), as requested by the Department. The Expert shall submit a written report to the Department within fourteen (14) Days of completion of the evaluation. The report shall include the Offender's name, TDCJ number, date of evaluation, methods of testing, analysis of test data, description of sex history, background history, including birth/development, family/marital history, education history, work history, military history, substance abuse history, legal history, other medical history, psychiatric history, current psychiatric symptoms, mental status examination, any diagnosis of mental illness deemed appropriate as per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V), determination of whether the person has a Behavioral Abnormality that makes the person likely to engage in a Predatory Act of sexual violence after release or discharge, the Expert's signature, typed name of the Expert and title of the Expert.

The Expert shall perform evaluations at locations within one hundred twenty (120) miles or less of the point of origin, unless otherwise approved by the Department. The point of origin for Experts located outside of Texas shall be the nearest commercial airport to the Assessment location. The Department will reimburse Expert for travel to locations thirty (30) miles or farther from the point of origin as noted in Section H.5.

The Expert shall be licensed with the State of Texas and shall have experience in clinical evaluations. The Expert shall also be experienced in the administration of psychological assessments designed to measure for a Behavioral Abnormality, psychopathy or both. This includes, but may not be limited to, the Hare Psychopathy Checklist Revised (PCL-R). The Expert shall also be experienced and certified to complete the Static 99 Revised. The Expert shall possess experience in court testimony as an Expert in clinical assessments.

C.4 DEPARTMENT POLICIES AND PROCEDURES

The Contractor and its employees/subcontractors shall adhere to the Department's Policies and Procedures listed below and available on the TDCJ website at http://www.tdcj.state.tx.us:

- PD-03, Employee ID Cards;
- PD-04, Consultant/Contract Employee Information Confidentiality;
- PD-17, Drug Free Workplace;
- PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
- PD-27, Employment Status Pending Resolution of Criminal Charges or Protective Orders;
- PD-29, Sexual Misconduct with Offenders;
- PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions; and
- PD-97, Training and Staff Development.

These policies and procedures shall serve to guide employee behavior in relationships to other employees, Offenders and the public.

SECTION D – REPORTS AND DATA

D.1 REPORTS REQUIRED FROM CONTRACTOR

The Contractor shall submit evaluation reports to the Contract Monitor identified in Section G.2.3.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION 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 Services being provided. 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 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.4.2 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 MONITORING CRITERIA

A. The Department, in coordination with the Contract Monitor (Section G.2.3), shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract.

B. The Contractor shall cooperate fully with the Department and the Contract Monitor in obtaining the requisite information needed to complete such audits and to assess the quality of the Contract's performance.

C. Monitoring may include, but is not limited to, monthly and interim audits conducted by the Contract Monitor, unannounced visits at any time, document reviews, on-site audits, and annual and special audits conducted by Authorized Representatives of the Department.

D. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.

E. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures and observations that could, if not addressed by Contractor, become an item of non-compliance as described in Section E.1.

E.3 INSPECTION BY STATE EMPLOYEES

The Contractor shall allow at all times employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, as well as any other persons designated by the Department and the Texas Board of Criminal Justice to monitor the delivery of Services

E.4 AUTHORITY TO AUDIT

A. 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 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.7, Books and Records, concerning record retention.

E.5 AUDITS BY OTHER AGENCIES

A. 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.

B. 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 Services 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. 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 PLACE OF PERFORMANCE

The Expert shall be required to perform evaluations at the Department facilities listed in Exhibit J.1. The Department will not provide other workspace or office equipment for the Contractor.

F.2 CONTRACT TERM

The Contract will consist of a Base Period of ten (10) months (November 1, 2015 through August 31, 2016) and three (3) one (1) year renewal Option Periods (September 1, 2016 through August 31, 2017; September 1, 2017 through August 31, 2018 and September 1, 2018 through August 31, 2019). The terms, conditions and rates for all extensions shall remain as stated in the Contract.

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 2155, Purchasing: General Rules and Procedures;
Texas Government Code, Chapter 2251, Payment for Goods and Services;
Texas Government Code, Chapter 2260, Resolution of Certain Contract Claims Against the State.

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND PROJECT MANAGER

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 Deputy Director of the TDCJ-RPD has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the daily operations of these Services as outlined in 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 Steven Tilley.

B. The telephone number for the Contract Administrator is (936) 437-7031.

C. The facsimile number for the Contract Administrator is (325) 223-0310.

D. The e-mail address for the Contract Administrator is steven.tilley@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 for this Contract is Joseph Bon-Jorno.

B. The telephone number for the Contract Monitor is (936) 437-2870.

C. The facsimile number for the Contract Monitor is (936) 437-7326.

D. The e-mail address for the Contract Monitor is joseph.bon-jorno@tdcj.texas.gov.

E. 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.

F. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

G. If, as a result of technical discussions, it is desirable to modify Contract obligations, changes will be issued in writing and signed by the Executive Director of the Department or his/her designee.

G.2.4 Project Manager

A. The Contractor's designated Project Manager for this Contract is:

_____(To be named by the Contractor)

B. The telephone number for the Project Manager is _____.

C. The facsimile number for the Project Manager is _____.

D. The e-mail address for the Project Manager is _____.

E. The Contractor shall provide a Project Manager 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 Project Manager shall have full authority to act for the Contractor in the performance of the required Services. The Project Manager or a designated representative shall meet with the supervising officer or Contract Monitor to discuss problems as they occur. The Project Manager or designated representative shall respond within three (3) working days after notification of the existence of a problem.

G.3 INVOICE REQUIREMENTS

A. The Contractor shall bill the Department within thirty (30) Days after delivery of each evaluation report, and the Department shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer prompt Payment discount, for example, 1%, 15 Days (refer to page 1, block 7 of Contract) if the Contractor desires expedited Payment. Prompt Payment discounts must also be stated on each invoice.

B. The Contractor shall submit an original invoice for the evaluation fee and any applicable mileage reimbursement (to be billed as a separate line item) to the office designated below:

Texas Department of Criminal Justice
Rehabilitation Programs Division
Attention: Charlotte Trow, Accountant V
P. O. Box 99
Huntsville, Texas 77342-0099

C. To constitute a proper invoice, the invoice shall include the following additional information:

1. Name of business concern and invoice date;

2. Contract number and when Services were provided;

3. Descriptions, price and quantity of Services rendered;

4. Payment terms (to include prompt Payment discount, if applicable); and

5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom Payment is to be sent.

G.4 PAYMENTS

A. 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

B. Contractors who are already receiving EFT Payments from the Department or another Texas state agency do not need to register again.

C. 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 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.4.2 Payment of Debt Owed to the State of Texas

As required by §2252.903, Texas Government Code, the Contractor agrees that any Payments due under this Contract 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 rules adopted by the Department under §403.055, 403.0551, 2252.903, Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

G.4.3 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

A. Prior to the approval of this Contract by the Department, 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 Contractor's right to maintain reasonable deductibles, Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at 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, $100,000 per each accident; and

   b. By disease, $100,000 per employee with a per policy aggregate of $500,000.

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 $500,000 per occurrence.

3. **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, $3,000,000 annual aggregate. If this insurance 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.

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 policies.

B. Waive subrogation against the Department, its officers and 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 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 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 Services commencement date.

H. 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.

I. The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

J. 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.

K. 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 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 omission 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 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 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.

B. A detailed description of the HUB Subcontracting Plan and required forms to be submitted with the proposal submission are included as Exhibit J.2, HUB Subcontracting Plan.

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 Contract 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 as Exhibit J.2.

H.3 DEPARTMENT-FURNISHED EQUIPMENT

The Department will provide access to Department facilities for the purpose of performing evaluations but will not provide other workspace or office equipment.

H.4 MILEAGE REIMBURSEMENT

The Department will reimburse the Contractor for travel to locations thirty (30) miles or farther from point of origin, at the applicable mileage rate for a motor vehicle or private airplane established in the current State of Texas Travel Allowance Guide, published by the Texas Comptroller of Public Accounts.

H.5 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 email 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.6 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 written agreement is entered into between the Contractor and the Department.

H.7 SECURITY

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department policies and Unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cell phones to any Department property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars ($25.00) in cash into any Department facility. Tobacco products are allowed in designated areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

H.8 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.9 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"), the 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 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.10 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 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.

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, 2016.

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, 2016, until funds are made available to the Department for performance and until the Contractor receives notice of availability.

D. Refer to Section I.3.4, 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, which 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 any Court Order or 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, which 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, on-going, 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.4.3; 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.

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 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 term of this Contract, 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 on the date that funding ceases or 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 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 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 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 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.

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 performance of the Services 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 and shall be enforced in Travis County. The venue for any legal action shall be in Travis County.

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 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 handicap 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 Texas Government Code, Section 2252.907, 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 (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 accepted 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

A. 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.

B. 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 term of this Contract 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 provided in the Texas Government Code, Chapter 2260.

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

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.

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 Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). The 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

Neither Contractor nor 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.

Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

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: Steven Tilley, Contract Specialist II

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 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	Texas Department of Criminal Justice Unit Listing	5
J.2	HUB Subcontracting Plan	20

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

(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)

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 Section 231.006 of the Texas Family Code 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.

B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.

Check ONE:

_____ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.

_____ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

If subject to Section 231.006, an offer must include names and social security numbers of each person with at least a twenty-five percent (25%) ownership of the business entity submitting offer.

Print Name	SSN	Print Name	SSN
Print Name	SSN	Print Name	SSN

Offeror certifies that the individual or business entity named in this offer is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its offer that it is not currently delinquent in the Payment of any franchise tax owed the State of Texas.

K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code 34 (TAC) Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, 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 serviced-disabled veteran.*
_____ Services offered by a Texas bidder that is not owned by a Texas resident serviced–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, 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 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.6.9 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.6.10 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 the offer made to any competitor or any other person engaged in such line of business.

K.6.11 Ethics

K.6.11.1 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.6.11.2 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 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.6.13 Previous Employment with Department

Offeror represents and certifies that he/she has not been employed by the Department within the past twelve (12) months.

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, http://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).

_____

_____

_____

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 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) to the Contract Administrator, identifying the amendment number and date in Block 8 of the Solicitation, Offer and Award (SOA) form for submitting a proposal or by letter.

D. The Department shall receive the acknowledgment before or at the time specified for receipt of proposals.

E. Failure to acknowledge amendment(s) may subject proposal to rejection.

L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS

A. Proposals must be time stamped at the office designated in Block 5 of SOA form 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.3 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.4 PROPOSAL ACCEPTANCE PERIOD

A. All Proposals will be valid for ninety (90) Days after the submission date and will constitute an irrevocable offer to the Department for the ninety (90) Day period.

B. Such period may be extended beyond the ninety (90) Day time upon mutual agreement of both parties.

L.5 CONTRACT AWARD

A. The Department will award a Contract(s) resulting from this solicitation to the most highly qualified and competent Offeror at fair and reasonable prices.

B. The Department may (a) reject any or all proposal(s) 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 proposal(s) shall result in a binding Contract without further action by either party.

D. The Department reserves the right, at its sole discretion, to make multiple Contract awards from this solicitation. The Department reserves the right to make no awards in the event of inconsistent rates and/or the absence of available competition.

L.6 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 Department.

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 the 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 TBCJ.

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.7 PROPOSAL PREPARATION INSTRUCTION

Purpose of Instructions

A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of the Offeror's proposal.

B. Proposals shall be prepared in accordance with these instructions providing all required information in the format specified.

C. 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. Offerors are to submit an unbound original (suitable for photocopying) with four (4) additional bound copies and one (1) "read only" Compact Disc.

B. Proposals must be typed or printed on standard letter paper (8-1/2" x 11"), pages numbered, a table of contents included and sections clearly tabbed.

C. Proposals shall be organized in three (3) volumes as described below.

D. Failure to submit all required documentation by proposal closing date may result in disqualification of the Proposal from further consideration.

E. 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 public relations material, and other similar documents shall not be submitted.

F. Sealed proposals shall be submitted to the address noted in Block 5 of the Solicitation, Offer and Award form. **Facsimile proposals will not be accepted.**

L.7.1 Volume One – Business/Technical Proposal

This volume shall include four sections as outlined below. NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.

Volume One, Section 1 – Contract Forms

This section shall contain the following completed Contract sections (on original forms) with original signatures, where applicable:

A. Section A, Solicitation, Offer and Award Form (with amendment(s) noted on this page or signed amendment(s) attached to this form);

B. Section G.2.4, Program Manager;

C. Section G.4.C, Payments, remittance address (if not electing to receive direct deposit); and

D. Section K, Representations, Certifications and Other Statements (on original forms).

Volume One, Section 2 – Information Section

A. Names, addresses, telephone numbers and e-mail addresses of Offerors and all co-Offerors. Also, identify by name and title, telephone number, facsimile number and an e-mail address contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the Department and providing answers.

B. 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 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.

Volume One, Section 3 – Technical Proposal (Qualifications/Past Performance)

This section shall contain a clear description of the entity submitting the proposal, including a discussion of qualifications, capabilities, goals and purposes.

A. Resumes and an outline of qualifications and capabilities for each Expert, including experience in the following:

   1. Administration of psychological assessments designed to measure for a Behavioral Abnormality, psychopathy or both, including Hare Psychopathy Checklist Revised and Static 99 Revised;

2. Court testimony as an expert in clinical assessment; and

3. Providing treatment to sex offenders.

B. Detailed descriptions of all similar services provided for other institutions or government agencies, including names, titles, phone numbers and e-mail addresses of reference contacts, contract number and dates of performance. The Department reserves the right to contact all references.

C. Copies of appropriate degree, license and certification that are required for each Expert as detailed in Section C.3, including but not limited to certification to complete the Hare Psychopathy Checklist Revised and Static 99 Revised.

D. Detailed description of Offeror's approach and plans to satisfy and support the requirements of this solicitation. This includes providing a detailed example of the Offeror's clinical assessment. If Offeror proposes to deviate from any requirement set forth in Section C, the deviations should be stated as part of the Offeror's approach and plans to satisfy the requirements of this solicitation.

<u>Volume One, Section 4 – Solicitation Compliance and Exceptions or Deviations</u>

A. In this section Offerors 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 their entirety, a single statement to that effect will suffice.

B. 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.7.2 Volume Two – Price Proposal

In this volume of the proposal, the Offeror shall include a completed Pricing Schedule (Section B.2), utilizing the instructions given in Section B.1.2. Financial and cost data may be requested to support the proposed prices.

L.7.3 Volume Three – HUB Subcontracting Plan

Offerors are required to submit a HUB Subcontracting Plan in accordance with Exhibit J.2. Failure to submit the HUB Subcontracting Plan with appropriate forms will subject the proposal to rejection from further consideration.

L.8 DISCUSSION AND CORRESPONDENCE

A. All communications and questions concerning this solicitation, including any of a technical nature, must be made in writing to:

Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Steven Tilley, Contract Specialist
Facsimile: (325) 223-0310
E-mail: steven.tilley@tdcj.texas.gov

B. Correspondence should be directed to the address shown above.

C. Written answers to the questions will then be provided to all parties requesting copies of the Request for Proposals through the Contracts and Procurement Department, Client Services and Governmental Contracts Branch of the Department.

D. Offerors should only rely on the written information provided in this manner.

E. Offerors are specifically barred from making contact with any Department personnel involved in this Request for Proposals for the purpose of discussing their proposal.

F. Offerors may, however, seek clarifications of the Request for Proposals through the written process described above.

G. 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/.

H. Offerors are reminded that **September 15, 2015 at 5:00 p.m.** is the last day to submit written questions for clarification by the Department.

I. The Offeror is specifically cautioned against relying on any oral information.

J. The responsiveness of each proposal will be evaluated upon the written instructions provided by the party listed above.

K. Unauthorized contacts with Department personnel could result in the proposal being rejected in its entirety.

L.9 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 the 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 the awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-PS-15-P021."

L.10 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION

September 15, 2015	5:00 p.m.	Last Day to Submit Written Questions for Clarification by Department
September 28, 2015	3:00 p.m.	Deadline for Department Receipt of Proposals In Huntsville
November 1, 2015		Service Commencement Date

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

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 2155.075, vendor performance shall be used as a factor in the award.

M.2 EVALUATION CRITERIA

The following are evaluation criteria. While negotiation of offers may be held, Offerors are advised to submit their most competitive price and technical proposals.

M.2.1 Cost (40%)

M.2.2 Qualifications (30%)

M.2.3 Detailed Description (25%)

M.2.4 Past Performance (5%)

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 **Professional Services Contracts** Category.

The HUB Goal for this category is therefore identified as **23.7** **%**.

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 continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at 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 (mm/dd/yyyy)

Reminder:

➤ If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" **for each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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

Rev. 10/14

HSP Good Faith Effort - Method A (Attachment A)

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

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item #: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their 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 # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

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

***IMPORTANT*:** If you responded "**No**" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at 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 #: _____ **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/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.state.tx.us/tpasscmblsearch/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?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - 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/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?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

Rev. 10/14

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 # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

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

HUB Subcontracting Opportunity Notification Form

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 _____ (Central Time) on _____ (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. 07/27/15

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:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator 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? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	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 (Agency Use Only)
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

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	rwashington@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, 5th 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@elpasombdacenter.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@gtmbc.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. 11th Street, Suite A, Austin, TX 78702	512-459-1181	512-459-1183	nmc@austinbcc.org
Greater Houston Business Procurement Forum	17071/2 South Post Oak Blvd., PMB 273, Houston, TX 77056	832-216-2185	713-436-8333	miltonthibodeaux@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@hcadesa.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 Dacoma 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	512-386-8766	512-386-8988	smsdc@smsdc.org
	4100 NW Loop 410 Ste 230, San Antonio, TX 78229	512-659-2160	Use email	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	taaacc179@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

HUB Subcontracting Plan (HSP)
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 venders
- ☐ 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 - SEX OFFENDER TREATMENT

Company Name	Contact Person	Address	City	Zip	Email	Phone	Fax	Business Description
ACCESS COUNSELING GROUP, INC.	Irene Little	2600 AVENUE K, STE 102	PLANO	75074-5306	info@accesscounselinggroup.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.
AFFINITY SOLUTIONS	Doryn Roy	PO BOX 330051	FORT WORTH	76163	adel.342@msn.com	817-694-0528		Develop and present workshops for: Mental Health providers; Human Services clients, social workers and support staff; Educators including but not limited to teachers and support staff; counselors, college students and staff etc.
AJP GROUP, LLC	Albert Price, Jr.	PO BOX 801207	DALLAS	75380	james.price@citovation.com	240-601-5349		Management consulting, technology services and outsourcing company helping federal,state,county and municipal governments and private sector clients achieve their strategic objectives.

ALLIED COUNSELING CENTER & FORENSICS	Joann Ondrovik	3430 FARM ROAD 195	PARIS	75462	jondrovik@yahoo.com	903-785-0746	903-785-2982	Psychology: Various Counseling services, forensic psychology, and sex offender treatment.
ALLIED YOUTH AND FAMILIES	KATHIE HIGGINS RUIZ	1118 FAIRLAWN DRIVE	DUNCANVILLE	75116	kathie@sanando.us	214-943-1044	214-631-7501	INDIVIDUAL, FAMILY & GROUP COUNSELING.
ASPIRE THERAPY SERVICES AND CONSULTANTS,	Gilbert Perales	1003 BECKETT	SAN ANTONIO	78213-1353	info@aspirethera pyservices.com	210-998-2330	888-254-9654	Provider of professional medical services such as, physical, occupational, speech therapy and psychologists to agencies, clinics and schools.
ASSESSMENT AND INTERVENTION SERVICES	KIMBERLY W. BOOKER	1101-B NORTH LITTLE SCHOOL ROAD	ARLINGTON	76017	KIMWIL@ASSISTX.COM	817-533-0823	817-391-1444	PROVIDE PSYCHOLOGICAL SERVICES - BOTH ASSESSMENT AND TREATMENT
AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	President/Dr. Audrey Muehe	427 W. 20TH ST	HOUSTON	77008	amuehe@mueheandassociates.com	713-628-6500	713-660-0621	Corporations is a psychological and neuropsychological private group practice. We perform psychological evaluations, neuropsychological evaluations, psycho-educational batteries and counseling (psychotherapy) for adults, adolescents and children.
BARBRA ROGOFF, LCSW	Barbra Rogoff	9415 BURNET RD STE 308	AUSTIN	78758-5397	barbra@brogofflcsw.com	512-807-8416	512-852-4601	LCSW, Clinical Social Worker, Psychotherapist

BEHAVIORAL HEALTH CONSULTANTS, LLC	Lucy Williams	14822 MELEX DR	CORPUS CHRISTI	78410-5547	lw@behavioralhealthconsultants.org	361-549-6972	361-387-4124	behavioral health and mental health services including assessments and consultation for local, regional, and state agencies.
BRIEF THERAPY INSTITUTE	Maria Parides	2007 N COLLINS BLVD BLDG STE 407	RICHARDSON	75080	mariaparides@att.net	972-234-9000	972-480-8619	Provide Behavioral/Mental Health Services including: 1. Psychological Evaluations and Assesments 2. Individual, Family, and Group Counseling 3. Substance Abuse Services 4. Diagnostic Consulations
BUTLER PSYCHOLOGICAL GROUP, PLLC	Eboni Tiana Butler	PO BOX 42398	HOUSTON	77242-2398	Ebutler@butlerpsychologicalgroup.com	832-754-7268		full service mental health agency offering individual psychotherapy, group psychotherapy and psychological/neuropsychological evaluations.
CAREPOINT HEALTH INC.	FELIX AKOMPI	7324 SOUTHWEST FWY	HOUSTON	77074	felix@carepointhealth.com	713-771-7990	832-565-1911	Provider of Medical Services (inclusive of Home Health Care - Skilled Nursing, Therapy, etc) & related medical products and technologies.

CENTER FOR PSYCHOLOGICAL SERVICES, PLLC	Kimberly Booker	1101 N LITTLE SCHOOL RD	ARLINGTON	76017-1900	kbooker@cfpsonline.com	817-533-0825		Mental and Behavioral Health Services include counseling, consultation, assessment.
CHAPMAN COUNSELING SERVICES	JESSICA CHAPMAN	2804 ELLIOTT	WICHITA FALLS	76308	Jechapman@sw.rr.com	940-692-6400	940-692-6404	BEHAVIORAL HEALTH (PSYCOTHERAPY)
CRYSTAL M SCOTT, LMFT	Crystal M Scott	5005 W ROYAL LN	IRVING	75063-1996	cmscounseling1@gmail.com	209-324-4004	972-506-8571	provides psychotherapy services and employee assistance counseling services. Services are provided to individuals, families, and couples.
DALLAS SIGMA COUNSELING SERVICES	Daniel Jung	1902 COUNTRY CLUB DR STE 120	CARROLLTON	75006-5824	sigmaceodj@gmail.com	972-820-6299	972-417-7000	multicultural community mental health clinic. We offer mental health, substance abuse, mental retardation/PDD, & court-ordered eval./treatments. Provided by experienced mental health professionals. Available in Asian and some other dialects.
DLB SYSTEMS INC	Diane L. Bailey	1801 TWIN OAKS ST	FRIENDSWOOD	77546	dlbaileyphd@yahoo.com	713-668-0788	281-996-7420	Psychological testing, psychological counseling and consultation
DR RENA M POPMA PSYD	Dr Rena M Popma PsyD	PO BOX 66242	AUSTIN	78766	coloradodreams@ymail.com	720-272-0586		Psychology services.

DR. RONNETTE P. BALLARD,	Ronnette P. Ballard	LICENSED PSYCHOLOGIST	PFLUGERVILLE	78660	psychologist@drronnetteballard.com	512-704-8349	512-670-0003	Psychological Assessement and Evaluations, Counseling and Psychotherapy, Psychological Testing, Diagnosis and Treatment of psychological disorders: Services for children and adults.
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 COUNSELING SERVICES	Christine Simon	1519 FLORENCE RD STE 23	KILLEEN	76541-7965	c.simon.counseling@gmail.com	254-415-9112	254-699-7690	Provide mental health services to include individual, group, and family couseling. Parenting skills training and family violence prevention programs.
FAMILY ENRICHMENT CLINIC, LTD. CO.	Thuy T. Nguyen	7100 REGENCY SQUARE	HOUSTON	77036	famenrich@msn.com	713-780-2833	713-780-2838	Provide Psychotherapy services to clients.
GERARDO M PONCE LPC, NCC/PSYCHOTHERAPIST	Gerardo M Ponce	14 LADEN CRK	SAN ANTONIO	78238-2403	geraldmponce@hotmail.com	210-522-0300		Mental Health Counseling and Psychotherapy. Bilingual, Face to face, and Distance Credentialed Counseling Services provided by a Licensed, National, and Board Certified Professional Counselor/Psychotherapist.

GLNV, INC.	Gilbert Lopez	902 S AIRPORT DR STE 7	WESLACO	78596-6649	gil.lopez@mountainviewonline.com	956-351-5653	956-351-5697	Mental health services & assessments, Expert testimony services, mitigation, Training for employees & consumers to include children, adults,parents. Counseling,Family therapy, Specialized in PTSD,Employee assistance programs,Anger mgmt.
INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	2403 N. 10TH STREET	MCALLEN	78501	mt-pt4u@hotmail.com	956-994-1700	888-816-3627	Physical Therapy-Educational; Training for greater health and personal balance which supports and facilitates improved team work, maximized productivity and overall wellness of individuals in life and the workplace.
INTERVENTION AND ASSESSMENT SERVICES	Kimberly Booker	1101 N LITTLE SCHOOL RD	ARLINGTON	76017	kbooker@assistx.com	817-533-0823	817-391-1444	Psychological Services including counseling, assessment of mental health, intellectual, and vocational ability.

J.C-H. PSYCHOLOGICAL SOLUTIONS PLLC	James A. Carter-Haith Jr	7703 N LAMAR BLVD STE 230	AUSTIN	78752	james@jcarterhaith.com	512-206-4263	512-498-0294	Psychological Services (psychotherapy, psychological assessments/evaluations, individual/family/couples therapy,anger management,cognitive therapy,PTSD,depression, grief&loss and EAPs.
JASMINE KHAN PHD, LPC	Jasmine Khan	PO BOX 8451	WACO	76714	JKhan@Grandecom.net	254-235-6542	254-235-6254	Mental health counseling, behavioral health counseling, Psychological services. Individual, group, family counseling, parenting training, sexual offender treatment.
JONES COMP ASSESSMENT CENTER, P.C.	President/Melody Jones	5445 ALMEDA RD	HOUSTON	77004-7434	mmjones36@gmail.com	832-264-4454	866-343-1019	counseling and psychological services
KUADRA CONSULTING SERVICE, LLC	Kuadra Consulting Service LLC	4100 E PIEDRAS DR	SAN ANTONIO	78228-1401	info@kuadracs.com	210-314-7687	210-314-7494	Behavioral health and employee assistance program. Providing mental health counseling, psychological assessment and management consulting and training.

LEWISVILLE COUNSELING SERVICES	Holly Winter Duke	751 HEBRON PKWY	LEWISVILLE	75057	lewisvillecounselingservcies@gmail.com	469-645-1375	888-543-4547	provides all inclusive individual, family, and group therapy for all persons regardless of age, race, creed, national origin, disability, religious affiliation, political affiliation, or sexual identity.
LUBBOCK ESSENTIAL HOME HEALTH CARE, INC.	Admin./Josie J. Alvarado	PO BOX 10725	LUBBOCK	79408		806-747-4229	806-747-5202	Licensed & certified home health, licensed home health, personal assistance services.
MEDICAL NETWORK ASSOCIATES	Robbin Winchester	518 WEST CRAIG	SAN ANTONIO	78212	rpsail@ix.netcom.com	210-736-1272	210-736-5307	MEDICAL CONSULTING
MELISSA BEARD COUNSELING	Melissa Beard	1716 SAN FRANCISCO ST	CARROLLTON	75007-5050	mbeard@ccdcounseling.com	940-382-5328	972-353-8225	Individual, Marital, and Family Counseling.
MISCHCA T SCALES, PHD, PLLC	Mischca T Scales	7417 TURNBUOY DR.	AUSTIN	78730-4333	mtscales@hotmail.com	512-507-6342	512-531-9271	provides mental health consulting services, psychotherapy, testing and assessment services.
NEUMANN/VIEREGG SERVICES, INC.	AMANDA VIEREGG	900 AUSTIN AVE. #1001	WACO	76701	nvs@sbcglobal.net	254-752-1183	254-756-5092	PROVIDE PSYCHOTHERAPEUTIC COUNSELING SERVICES AS WELL AS A FULL LINE OF PLAY THERAPY TOYS.

NEUROPSYCHOLOGICAL ASSOCIATES PLLC	SHAWANDA WILLIAMS-ANDERSON, PH.D.	13656 BRETON RIDGE DR STE F	HOUSTON	77070	SHWI0899@YAHOO.COM	281-890-7776	281-890-7785	Fee for services private psychological practice. Services include neuropsychological evaluation,dementia evaluation,forensic evaluation,learning disability/ADHD evaluation,group therapy,play therapy,counseling,return to work fitness evaluation.
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
POSITIVE IMPACT THERAPEUTIC SERVICES	Hannah Ephraim	10039 BISSONNET ST	HOUSTON	77036-7854	hephraim@positiveimpactts.com	713-510-5016	713-354-9959	Mental Health Services
RECLAMATION COUNSELING CENTER PC	LUCY HOLDER	506 GLASCOW ST	VICTORIA	77904-1406	rccpc@suddenlink.net	361-576-3385	361-573-7425	MENTAL HEALTH PSYCHOTHERAPY/COUNSELING SERVICES

RELAX-N-BREATHE, LLC	Rock Muhammad	4315 LOCKWOOD DR STE 9	HOUSTON	77026-4060	rock@relaxnbreathe.net	888-762-9030		Mental Health treatment,Anger Management and Drug Addiction rehabilitation through traditional and alternative methods. Such as: meditation, hypnosis,talk therapy,group therapy and counseling. Specializing in meditation.
SHANNON H. ANDERSON, MA, LPC, LPA	Shannon Anderson	3701 KIRBY DR.	HOUSTON	77098	shanderson27@yahoo.com	832-243-2381	832-203-4077	Mental Health Services
SOUTH TEXAS COUNSELING INC	Jeanette Ballesteros	1216 W FERN AVE	MCALLEN	78501-3933	sotxca@live.com	956-369-7997	805-283-8480	Professional Counseling Services for children, adults and families.
THE COUNSELING CENTER	TAMMERA S. BROWN	2813 APPLE CREEK	BRYAN	77802		979-776-0930	979-776-0930	COUNSELING SERVICES
TOTUS COUNSELING GROUP	Obukohwo Uwanogho	17424 W GRAND PKWY S	SUGAR LAND	77479	obuko.uwanogho@totgr.com	888-681-3002	888-681-3004	Provides Mental Health Counseling; Psychological Assessments; and Testing for Individuals, Groups and Family.
WITHOUT LIMITS	Vanessa Meikle Traylor	PO BOX 2365	BAYTOWN	77522	vanessa.traylor@yahoo.com	832-984-7016	281-421-5751	Behavioral Management Services;Psychosocial Assessments, Counseling;Individual, family & group, substance abuse services.

REGIONAL OFFICES

REGION	ADDRESS	PHONE	FAX	DIRECTORS
REGION I	1225 Ave. G Huntsville, TX 77340	936/437-2600 (035)	936/437-2651	Richard Alford (RAL8677) A.R.D. Tracy Hutto (THU2379) A.R.D. Matthew Gross (MGR9753)
REGION II	#2 Backgate Road Palestine, TX 75803	903/928-2623 (178)	903/928-2397	Kelvin Scott (KSC2639) A.R.D. Carl McKellar (CMC4766) A.R.D. Billy Howard (BHO9351)
REGION III	400 Darrington Road Rosharon, TX 77583	281/369-3736 (240)	281/595-4932	Leonard Echessa (LEC7743) A.R.D. Steve Massie (SMA0305) A.R.D. Tawn Roddey (TRO9613)
REGION IV	965 Ofstie Street Beeville, TX 78102-8986	361/362-6328 (299)	361/362-6662	Joe Grimes (JGR3576) A.R.D. Emil Garza (EGA7142) A.R.D. Patricia Chapa (PCH5380)
REGION V	304 West 6th St. Plainview, TX 79072	806/296-4500 (400)	806/296-4521	Jason Heaton (JHE5075) A.R.D. Mark Roth (MRO5926) A.R.D. Shane Hembree (LHE8388)
REGION VI	1002 Carroll Street Gatesville, TX 76528	254/248-3984 (700)	254/248-3981	Eric Guerrero (EGU9739) A.R.D. Michael Franks (MFR9826) A.R.D. Fernando Fuster (FFU7716)

CORRECTIONAL INSTITUTIONS DIVISION FACILITIES

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Allred	JA	069	V	2101 FM 369 N; Iowa Park, TX 76367 (Wichita Co.)	940/855-7477 (069)	940/855-7195	Richard Wathen (RWA0821)	James Anders (JAN4289) Charles Horsley (CHO0457)	Tina Vitolo (VT00004) Jessica Smith (JSM1622) Michelle Swaggert (SM00063) Nicole Davis (DN00010)
Beto	B1	022	II	1391 FM 3328; Palestine, TX 75880 (Anderson Co.)	903/928-2217 (022)	903/928-3019	Jeffrey Catoe (JCA2466)	Stuart Calhoun (SCA2803) Jimmy Bowman (JBO0613)	Ramona Pharis BR00002) Roshanda Ferguson (SR00029) Agnes Harris (HA00034) Jenna Grace (GJ00039)
Boyd	BY	051	II	200 Spur 113; Teague, TX 75860-2007 (Freestone Co.)	254/739-5555 (051)	254/739-5533	Cynthia Tilley (CTI4772)	Jody Hefner (JHE6838)	Rachel West (RWE2169)
Briscoe	DB	052	IV	1459 W. Highway 85; Dilley, TX 78017-4601 (Frio Co.)	830/965-4444 (052)	830/965-4112	Miguel Martinez (MMA5815)	Jorge Alvarez (JAL9726)	Yvette Marquez (VY00001)
Byrd	DU	008	I	21 F.M. 247; Huntsville, TX 77320 (Walker Co.)	936/295-5768 (008)	936/293-3192	Steven Miller (SMI9236)	Cary Cook (CCO4237)	Joyce Guerra (GJ00003)
Clemens	CN	005	III	11034 Hwy 36; Brazoria, TX 77422 (Brazoria Co.)	979/798-2188 (005)	979/798-6493	Cornelius Smith (CSM0803)	Stephen Henson (SHE1957)	Stephanie Sanchez (SME3763)
Clements	BC	037	V	9601 Spur 591; Amarillo, TX 79107-9606 (Potter Co.)	806/381-7080 (037)	806/381-5030	Barry Martin (BMA1242)	James Beach (JBE7106) Darrell Nash (DNA1234)	Nikelle Grant (GN00004) Francis Mata-Broyles (MF00002) Amy Askins (AA00008) Lindsay Wright (WL00059)
Coffield	CO	006	II	2661 FM 2054; Tennessee Colony, TX 75884 (Anderson Co.)	903/928-2211 (006)	903/928-1017	John Rupert (JRU2859)	Patrick Cooper (PCO6172) Jeffery Richardson (JRI2156)	Deanna Frances (DFR7720) Randy Minter (RMI0673) Delious Furr (FD00020) Noma Barbosa (BN00042)
Connally	CY	068	IV	899 FM 632; Kenedy, TX 78119 (Karnes Co.)	830/583-4003 (068)	830/583-4737	Jesus Manuel Peralta (JPE1393)	Juan Garcia (JGA7569) Maria Ramirez (MRA8325)	Sylvia Cortez (SCO2303) Ana Garcez (AGA9578) Sabrina Pena (PS00027)
Crain	GV	024	VI	1401 State School Road; Gatesville, TX 76599-2999 (Coryell Co.)	254/865-8431 (024)	254/865-1030	Judy Scott (JSC7232)	Doris Morris (DMO4720) Cynthia Gurrola (CGU9048)	Roberta Pickett (RPI1518), Debra Hufford (DHU6387) Mary Tatum (CM00050)
Dalhart	DH	072	V	11950 FM 998; Dalhart, TX 79022 (Hartley Co.)	806/249-8655 (072)	806/249-1589	Norvel Arnold (NAR4121)	Charles Hufford (CHU2173)	Gary L. Messer (MG00005)
Daniel	DL	038	V	938 South FM 1673; Snyder, TX 79549 (Scurry Co.)	325/573-1114 (038)	325/574-6709	Edward Pharr (EPH6210)	Thomas McCaughn (TMC1577)	Cynthia Williams (CHO9820)
Darrington	DA	007	III	59 Darrington Road; Rosharon, TX 77583 (Brazoria Co.)	281/595-3465 (007)	281/595-4013	Mark Jones (MJO8198)	James Danheim (JDA2234) Edwin Atchison (EAT4900)	Myra Montez (MMO7805) Lisa Davis (LDA2272)
Duncan	N6	063	I	1502 South First St.; Diboll, TX 75941 (Angelina Co.)	936/829-2616 (063)	936/829-3088	Charles Siringi (CSI1065)		Stacie Walton (WS00033)
Eastham	EA	009	I	2665 Prison Road #1; Lovelady, TX 75851 (Houston Co.)	936/636-7321 (009)	936/636-6911	Kevin Wheat (KWH5390)	Billy J. Reeves (BRE3277) Sharon Allen (SAL3275)	Joanie Jones (JTU1031) Diane Grimsley (GD00059) Deborah Phillips (DPH1295)
Ellis	E1	010	I	1697 FM 980; Huntsville, TX 77343 (Walker Co.)	936/295-5756 (010)	936/293-7421	Michael Roesler (MRO2830)	Keith Gorsuch (KGO2806) Charles Landis (CLA9925)	Deborah Reed (RD00056), Nancy Cooper (NCO7674), Pamela Corley (CP00007)
Estelle	E2	032	I	264 FM 3478; Huntsville, TX 77320-3320 (Walker Co.)	936/291-4200 (032)	936/439-1379	Tracy Bailey (TBA6796)	Christopher Lacox (CLA6081) Cliff Prestwood (PC00009)	Debbie Ballard (BD00099) Mandy Head (HM00040) Ashley Hughey (HA00002) Lisa Warren (WL00020)
Ferguson	FE	011	I	12120 Savage Drive; Midway, TX 75852-3654 (Madison Co.)	936/348-3751 (011)	936/293-4742	Charles Vondra (CVO7320)	Lincoln Clark (LCL6589) Kevin Belt (BK00009)	Yvette Hall (YHA9625) Polly Hannon (PHA3145) Amanda Harman-Baggerley (HA00004)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Goree	GR	012	I	7405 Hwy 75 South; Huntsville, TX 77344 (Walker Co.)	936/295-6331 (012)	936/436-4101	Richard Gunnels (RGU1516)	Randall Cook (RCO6981)	Kendra Shelly (KSH6112) Elida Torres (ETO3915)
Hamilton	JH	077	VI	200 Lee Morrison Lane; Bryan, TX 77807 (Brazos Co.)	979/779-1633 (077)	979/779-5144	Billy Lewis (BLE6142)	G. Wayne Schmoker (WSC0956)	Terry Russell (TRU1064)
Havins	TH	082	VI	500 FM 45 East; Brownwood, TX 76801 (Brown Co.)	325/643-5575 (082)	325/641-6397	Wayne Brewer (WBR0980)		Matt Hancock (WHA2448)
Hightower	HI	041	III	902 FM 686; Dayton, TX 77535 (Liberty Co.)	936/258-8013 (041)	936/257-4407	Maricia Jackson (MJA0637)	Stacey LeBlanc (SLE4029)	Latonya Mallett (MT00007)
Hilltop	HT	031	VI	1500 State School; Gatesville, TX 76598 (Coryell Co.)	254/865-8901 (031)	254/248-3277	Melodye Nelson (MNE9669)	Celia Sellers (CSE4755)	Gay McCarty (MG00017)
Hobby	HB	039	VI	742 FM 712; Marlin, TX 76661-4685 (Falls Co.)	254/883-5561 (039)	254/883-1539	Vikki Wright (VWR1879)	Jack Markum (JMA1941)	Tonya Harley (HT00002)
Hodge	HD	075	II	379 FM 2972 W; Rusk, TX 75785 (Cherokee Co.)	903/683-5781 (034)	903/683-8911	David Blackwell (DBL8814)	James Stanley (JST6984)	Susan Womack (WS00088)
Hosp/Galveston	HG	023	III	P.O. Box 48 Sub Sta #1; Galveston, TX 77555 (Galveston Co.)	409/772-2875 (023)	409/772-1758	Don Bosco (DBO0209)		Cheryl Nelson (NC00009)
Hughes	AH	042	VI	3201 FM 929; Gatesville, TX 76597 (Coryell Co.)	254/865-6663 (042)	254/865-1059	John Werner (JWE9544)	Rene Maldonado (RMA6735) Bruce Armstrong (BAR5756)	Donna Berry (BD00034) Michelle Washburn (WM00016) Leslie Harman (WL00015)
Huntsville	HV	013	I	815 12th Street; Huntsville, TX 77340 (Walker Co.)	936/437-1555 (001)	936/437-2090	James L Jones (JJO9677)	Joe Smith (JSM5045)	Cassity Konen (CKO6406) Marchell Scott (MSC9224)
Jester III	J3	030	III	3 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-7000 (030)	281/243-8305	Troy Simpson (TSI8908)	Laura Burgess (LBU6822)	Stacey Barrera (BS00026)
Jester IV (Psych)	J4	033	III	4 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3700 (033)	281/243-8317	Alphonso James Jr. (AJA6540)	Mary Ann Comstock-King (CM00003)	Stacey Barrera (BS00026) Nakia Brown (BN00026)
Jordan	JN	056	V	1992 Helton Road; Pampa, TX 79065 (Gray Co.)	806/665-7070 (056)	806/661-4407	Norris Jackson (NJA5355)	John McDaniel (JMC7129)	Bobbie Leal (BLE9498) Pamela Lowe (LP00004)
LeBlanc	BA	076	III	3695 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/724-1515 (076)	409/626-3678	Darren Wallace (DWA9824)	Aaron Tompkins (ATO4706)	Seterria Anderson (SAN3832)
Lewis	GL	040	I	777 FM 3497; Woodville, TX 75990 (Tyler Co.)	409/283-8181 (040)	409/283-6390	Tommie Haynes (THA0562)	Stephen D. Bryant (SBY7143) Billy Thompson (BTH7892)	Jennifer Shackelford (JSH9748) Jennifer Cravey (CJ00074)
Luther	P2	029	VI	1800 Luther Dr.; Navasota, TX 77868 (Grimes Co.)	936/825-7547 (029)	936/870-3373	William Jones (WJO8285)	Matthew Dobbins (MDO4748)	Michelle Williams (MCA1711)
Lynaugh	LH	073	IV	1098 S. Highway 2037; Fort Stockton, TX 79735 (Pecos Co.)	432/395-2938 (073)	432/395-1706	Glen Whitfield (GWH3387)	Ralph Marez (RMA5368)	Michelle Sellers (MSE0527)
McConnell	ML	048	IV	3001 S. Emily Dr.; Beeville, TX 78102 (Bee Co.)	361/362-2300 (048)	361/362-3011	Matt Barber (MBA0028)	Kenneth Putnam (KPU8867) Corey Furr (CFU7045)	Kathryn Gaitan (KGA5558) Veronica Inmon (VIN0544) Amelia Gonzales (GA00062)
Michael	MI	036	II	2664 FM 2054; Tennessee Colony, TX 75886 (Anderson Co.)	903/928-2311 (036)	903/928-3419	Edgar Baker (EBA0330)	Larry Berger (LBE1942) Nemier Herod (NHE3895)	Mark Sandlin (SM00059) Jennifer Sanders (SJ00086) Donald Phillips(PD00032)
Montford	JM	090	V	8602 Peach Street; Lubbock, TX 79404 (Lubbock Co.)	806/745-1021 (090)	806/474-1802	Robert Stevens (RST0284)	Leroy Bailey (LBA4511)	Tracie Thomas (TT00004)
Mountain View	MV	016	VI	2305 Ransom Road; Gatesville, TX 76528 (Coryell Co.)	254/865-7226 (016)	254/248-3259	Melodye Nelson (MNE9669)	Whitney Franks (WFR2155)	Denise Williams (DWI8742)
Murray	LM	105	VI	1916 North Hwy. 36 Bypass; Gatesville, TX 76596 (Coryell Co.)	254/865-2000 (105)	254/248-3866	Debbie Erwin (DER4345)	Kimberly Massey (KHU3190)	Stacy Swindall (SSW2913)
Neal	KN	070	V	9055 Spur 591; Amarillo, TX 79107 (Potter Co.)	806/383-1175 (070)	806/381-5052	Jamie Baker (JBA4086)	Joe Milbern (JMI2521)	Penni Granat (PPO1128)
Pack	P1	026	VI	2400 Wallace Pack Road; Navasota, TX 77868 (Grimes Co.)	936/825-3728 (026)	936/825-6035	Robert Herrera (RHE8074)	Donald Bilnoski (DBI7888)	Lorie Larson (LL00058)
Polunsky	TL	054	I	3872 FM 350 South; Livingston, TX 77351 (Polk Co.)	936/967-8082 (054)	936/967-6011	Todd Harris (THA7028)	Donald Muniz (DMU4680) Richard Langley (RLA7610)	Mark Duff (MDU1882) Joy Runnels (RJ00015)
Powledge	B2	028	II	1400 FM 3452; Palestine, TX 75803 (Anderson Co.)	903/723-5074 (028)	903/723-6017	Balden Polk (BPO0613)	Timothy Ault (TAU9538)	Stephanie Karnes (SKA5151)
Ramsey	R1	017	III	1100 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3491 (017)	281/595-4035	James Mossbarger (JMO5616)	Jacqueline Jones (JAJ5385)	Amanda McCree (AMC0396) Martha Chavez (R1CLS53)
Roach [Roach Work Camp (W9)]	RH	050	V	15845 FM 164; Childress, TX 79201 (Childress Co.)	940/937-6364 (050)	940/937-1015	Terry Tucker (TTU9737)	Jason Williams (JWI2970)	Jamie Moss (MJ00088)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Robertson	RB	047	VI	12071 FM 3522; Abilene, TX 79601 (Jones Co.)	325/548-9035 (047)	325/548-9031	Ronald Fox (RFO6852)	Adam Gonzales (AGO6811) Jimmy Webb (JWE4739)	Emily Jacobs (EJA1768) Angela Iwerebor (IA00005) Michelle Florida (FM00004)
Scott	RV	019	III	6999 Retrieve; Angleton, TX 77515 (Brazoria Co.)	979/849-9306 (019)	979/848-5137	Larry Doyle (LDO1523)	Richard D. Waldron (RWA8757)	Jane Henry (JHE2883)
Segovia	EN	078	IV	1201 E. El Cibolo Rd.; Edinburg, TX 78542 (Hidalgo Co.)	956/316-2400 (078)	956/380-8653	Philip Rodriguez (PRO6818)	Felipe Gonzalez (FGO1121)	Norma Garcia (NGA3946) Martha Saenz (MSA4002)
Skyview	SV	034	II	379 FM 2972 W; Rusk, TX 75785 (Cherokee Co.)	903/683-5781 (034)	903/683-8911	David Blackwell (DBL8814)	Calvin Tucker (CTU1532)	Susan Womack (WS00088)
Smith	SM	053	V	1313 County Road 19; Lamesa, TX 79331-1898 (Dawson Co.)	806/872-6741 (053)	806/872-1311	Steven Swift (SSW7186)	Joel Gauna (JGA9069) Jennifer Cozby (JCO8003)	Rashantay Harris (HR00047) Nicole Morales (MH00009)
Stevenson	SB	071	IV	1525 FM 766; Cuero, TX 77954 (DeWitt Co.)	361/275-2075 (071)	361/275-5068	Jimmy Smith (JSM5584)	Fredrick Merida (FME6211)	Valerie Maciel (VGO6414)
Stiles	ST	049	III	3060 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/722-5255 (049)	409/719-4159	Christopher Carter (CCA0353)	Virgil McMullen (VMC0650) Tod Allen (TAL8548)	Vivian Davis (DV00001) Latonia Jones (LJO7254) Tammy Bassett (STCLS08)
Stringfellow	R2	018	III	1200 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3413 (018)	281/595-4048	Frankie Reescano (FRE7501)	Kenneth Jolley (KJO6646)	Diane Sifuentes (SD00003)
Telford	TO	067	II	3899 State Hwy 98; New Boston, TX 75570 (Bowie Co.)	903/628-3171 (067)	903/628-7316	Dawn Merchant (DGR4598)	Kevin Pinney (KPI6692) Francisco Facio (FFA8503)	Richelle Walter (RWA5790) Karen Norris (KNO1164) Lisa Pulce (LPU9779)
Terrell	R3	027	III	1300 FM 655; Rosharon, TX 77583 (Brazoria Co.)	281/595-3481 (027)	281/595-4069	Michael Butcher (MBU5787)	Robert Beard (RBE6535)	Ar'Lisa Simon-Hastings (ASI2305)
Torres	TE	055	IV	125 Private Road #4303; Hondo, TX 78861 (Medina Co.)	830/426-5325 (055)	830/426-6386	Joseph Wilson (JWI4309)	Kimberly Woodall (KWO4116)	Kristi Ivy (KIV6798)
Vance	J2	015	III	2 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3030 (014)	281/566-8111	Troy Simpson (TSI8908)	Kirt Stiefer (KST9019)	Vacant
Wallace [San Angelo (W3)	WL	074	V	1675 S. FM 3525; Colorado City, TX 79512 (Mitchell Co.)	325/728-2162 (074)	325/728-1309	Linda Gonzales (LCA3553)	Matt Kennelly (MKE5006)	Josie Ortegon (JES1231) Melinda Wagner (WLCNT10)
West Texas Regional Medical Facility	HP		V	8602 Peach Street; Lubbock, TX 79404 (Lubbock Co.)	Co-located with the Montford Unit				
Wynne	WY	020	I	810 FM 2821, Huntsville, TX 77349 (Walker Co.)	936/295-9126 (020)	936/436-4888	Kelly Strong (KST0942)	Troy Selman (TSE2431) Brian Smith (BSM6448)	Vickie Colbert (VCO6665) Virginia Stevens (VBO6435) Tomeka Johnson (TDA0767)
Carole S. Young Medical Facility Complex	GC	129	III	5509 Attwater Ave.; Dickinson, TX 77539 (Galveston Co.)	409/948-0001 (129)	409/645-7669	Don Bosco (DBO0209)	Tovi Butcher (TDU4787)	Cheryl Nelson (NC00009)
TRANSFER FACILITIES									
Baten	NJ	113	V	1995 Helton Road; Pampa, TX 79065 (Gray Co.)	806/665-7070	806/661-4407	Norris Jackson (NJA5355)	Co-located with the Jordan Unit	
Cotulla	N4	061	IV	610 FM 624; Cotulla, TX 78014 (LaSalle Co.)	830/879-3077 (061)	830/879-2300	Miguel Martinez (MMA5815)	Jorge Alvarez (JAL9726)	Joann Olivares (DJ00042)
Fort Stockton	N5	062	IV	1536 East IH-10; Fort Stockton, TX 79735 (Pecos Co.)	432/336-7676 (062)	432/336-4440	Glen Whitfield (GWH3387)		Christene Parker (CPA9599)
Garza East [Chase Field (W6)]	NI	096	IV	4304 Highway 202; Beeville, TX 78102-8981 (Bee Co.)	361/358-9880 (096)	361/362-6656	Bryan Gordy (BGO5686)	Phonso Rayford (PRA3069)	Ellonor Castillo (ECA3649) Rita Cuellar (RSA0943)
Garza West	NH	095	IV	4250 Highway 202; Beeville, TX 78102-8982 (Bee Co.)	361/358-9890 (095)	361/362-6649	Bryan Gordy (BGO5686)	Garth Parker (GPA1336)	Patricia Velasquez (VP00002) Beatrice Perez (BPE3447) Kisha Collins (KBR4221)
Goodman	GG	086	I	349 Private Rd. 8430; Jasper, TX 75951 (Jasper Co.)	409/383-0012 (086)	409/383-2555	Michael Mackey (MMA8905)		Kim Williams (KWI4429)
Gurney	ND	094	II	1385 FM 3328; Palestine, TX 75803 (Anderson Co.)	903/928-3118 (094)	903/928-1753	Steven Sperry (SSP9619)	Jesse Wicks (JWI1583)	Donna Smith (FD00004) Paulette Harris (HG00021) Jessica Boger (BJ00219)
Holliday	NF	092	I	295 I.H. 45N; Huntsville, TX 77320 (Walker Co.)	936/295-8200 (092)	936/293-3293	Pamela Baggett (PBA2485)	Rodger Bowers (RBO1968)	Tamina R. Brazil (TBU8308) Tomyka Young (TYO7692) Deborah McCance (DMC8596)
Marlin	N1	064	VI	2893 State Highway 6; Marlin, TX 76661-6588 (Falls Co.)	254/883-3858 (064)	254/883-3065	Vikki Wright (VWR1879)		Tonya Harley (HT00002) Camillo Tovar (TC00008)
Middleton	NE	093	VI	13055 FM 3522; Abilene, TX 79601 (Jones Co.)	325/548-9075 (093)	325/548-9033	Rocky Moore (RMO6966)	David Lofton (DLO8297)	Phillip A. McCain (PMC6928) Ellen Moore (NECSM06) Laurie McKay (ML00053)
Moore	CM	079	II	1700 N. FM 87; Bonham, TX 75418 (Fannin Co.)	903/583-4464 (079)	903/640-5397	Donna Kazmierczak (DKA8925)	Rodger McDonald (RMC1563)	Delisa Catalane (DCA2695)
Rudd	RD	081	V	2004 Lamesa Hwy.; Brownfield, TX 79316 (Terry Co.)	806/637-4470 (081)	806/637-7283	Keith Gentry (KGE7513)		Solomon Gonzalez (GS00017)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
San Saba	N2	065	VI	206 South Wallace Creek Road; San Saba, TX 76877 (San Saba Co.)	325/372-4255 (065)	325/372-4502	Tracey Allen (AT00010)		Jayme McGinty (JMC3186)
Tulia	N3	066	V	4000 Hwy 86 West; Tulia, TX 79088 (Swisher Co.)	806/995-4109 (066)	806/995-2926	Gregory David (GDA7870)		Judy Myers (JBA4289)
Ware	DW	104	V	1681 S. FM 3525; Colorado City, TX 79512 (Mitchell Co.)	325/728-2162 (104)	325/728-1505	Linda Gonzales (LCA3553)	Bryan Williams (BWI5752)	Josie Ortegon (JES1231) Laura Espinoza (DWCLS00)
SUBSTANCE ABUSE FACILITIES									**INTAKE**
Glossbrenner	SO	088	IV	5100 S. FM 1329; San Diego, TX 78384 (Duvall Co.)	361/279-2705 (088)	361/279-6406	Ronald Givens (RGI7509)		Sylvia Santos (PS00019) Vacant
Halbert	BB	084	VI	800 Ellen Halbert Drive; Burnet, TX 78611 (Burnet Co.)	512/756-6171 (084)	512/715-3247	Mary Holligan (MHO7819)		Sheila Canfield (CS00113)
Jester I	J1	014	III	1 Jester Rd.; Richmond, TX 77406 (Fort Bend Co.)	281/277-3030 (014)	281/566-8111	Troy Simpson (TSI8908)		Vacant Raymond Foster (RFO4381)
Johnston	JT	089	II	703 Airport Rd.; Winnsboro, TX 75494 (Wood Co.)	903/342-6166 (089)	903/342-4487	Daniel Dickerson (DDI8614)		Rita Dupas (DR00013)
Sayle	SY	080	VI	4176 FM 1800; Breckenridge, TX 76424 (Stephens Co.)	254/559-1581 (080)	254/559-7886	Philip Sifuentes (PSI4447)		Malisa Hill (MEL0972)
STATE JAIL FACILITIES State Operated									
Cole	CL	102	II	3801 Silo Road; Bonham, TX 75418 (Fannin Co.)	903/583-1100 (102)	903/640-5651	Donna Kazmierczak (DKA8925)	Michael Owens (MOW5973)	Misty Odom (MOD5713)
Dominguez	BX	098	IV	6535 Cagnon Road.; San Antonio, TX 78252 (Bexar Co.)	210/675-6620 (098)	210/645-2538	Kendall Richerson (KRI1531)	Evelyn Castro (ECA0168)	Angelica Sandoval (AGO7610) Melissa Garza (GM00112)
Formby	FB	106	V	998 County Road. AA; Plainview, TX 79072-9641 (Hale Co.)	806/296-2448 (106)	806/293-6605	Charles McDuffie (CMC0027)	Arlene Franco (AFR7993)	Zulema Ontiveros (ZON2886) Marsha Brunson (BM00049)
Gist	BJ	097	III	3295 FM 3514; Beaumont, TX 77705 (Jefferson Co.)	409/727-8400 (097)	409/721-8409	Gene Kroll (GKR9261)	Jessie Ortega (JOR2949)	Nicole Wallace (WN00002) Wanda Guidry (BJCSM11)
Henley	LT	083	III	7581 Hwy. 321; Dayton, TX 77535 (Liberty Co.)	936/258-2476 (083)	936/257-4449	Sharon Johnson (SJO6107)	Angela Dean (ADE7220)	Samantha Berotte (BS00012)
Hutchins	HJ	099	II	1500 E. Langdon Rd.; Dallas, TX 75241 (Dallas Co.)	972/225-1304 (099)	469/941-3913	Jeffery Pringle (JPR6236)	Deborah Cockrell (DCO5024)	Nina Delaney (NKO2184) Paula Lopez (LP00010)
Kegans	HM	117	III	707 Top Street; Houston, TX 77002 (Harris Co.)	713/224-6584	713/238-6710	Reginald Goings (RGO8509)	Jerry Sanchez (JSA7996)	Velicia Bell (VBE5585) Samantha Berotte (BS00012) Lisa Davis (LDA2272))
Lopez	RL	103	IV	1203 El Cibolo Road; Edinburg, TX 78542 (Hidalgo Co.)	956/316-3810 (103)	956/316-7447	Philip Rodriguez (PRO6818)	Terry May (TMA5594)	Norma Garcia (NGA3946) Martha Saenz (MSA4002)
Lychner	AJ	100	III	2350 Atascocita Rd.; Humble, TX 77396 (Harris Co.)	281/454-5036 (100)	281/459-7261	Reginald Goings (RGO8509)	Bradley Hutchison (BHU5928)	Velicia Bell (VBE5585) Yosheka Gentry (BY00007) Tiffany Brown (BT00053)
Ney	HF	085	IV	114 Private Road 4303; Hondo, TX 78861-3812 (Medina Co.)	830/426-8030 (085)	830/426-6853	Joseph Wilson (JWI4309)	Kimberly Woodall (KWO4116)	Kristy Boettcher (KBO2849)
Plane [Santa Maria XS]	LJ	101	III	904 F.M. 686; Dayton, TX 77535 (Liberty Co.)	936/258-2476 (101)	936/257-4449	Sharon Johnson (SJO6107)	Kristi Flippo (KFL3384)	Samamtha Berotte (BS00012) Toye Grays (GT00035) Julian McCloud-Mondesir (MJ00252)
Sanchez	RZ	108	IV	3901 State Jail Road; El Paso, TX 79938 (El Paso Co.)	915/856-0046 (108)	915/849-4790	Kevin Foley (KFO1803)	Adrian Amonett (AAM3199)	Elsa Broadbent (EBR5057)
Travis County	TI	118	VI	8101 FM 969; Austin, TX 78724 (Travis Co.)	512/926-4482	512/228-5223	Kelli Forrester (KFO6091)	Barry Moran (BMO8105)	Tara Lund (LT00010)
Wheeler	WR	087	V	986 County Road AA; Plainview, TX 79072-9682 (Hale Co.)	806/293-1081 (087)	806/293-6605	Charles McDuffie (CMC0027)	Arlene Franco (AFR7993)	Zulema Ontivares (ZON2886)
Woodman	WM	107	VI	1210 Coryell City Road; Gatesville, TX 76528 (Coryell Co.)	254/865-9398 (107)	254/865-1028	Patricia Walker (PWA9391)	Beth Morris (BMO1428)	Shurrie Swindall (SS00034)
STATE JAIL FACILITIES Privately Operated									
Bartlett (CCA)	BL	119		1018 Arnold Drive; Bartlett, TX 76511 (Williamson Co.)	254/527-3300	254/527-4489	Michael Phillips (PM00043)	Craig Scott (SC00094)	Kathy Tuggle (KTU3282) Linda Anderson (LAN7618)
Bradshaw (CCA)	BH	128		P.O. Box 9000; Henderson, TX 75653-9000 (Rusk Co.)	903/655-0880	903/655-0500	Robert Shaw (RSH5934)	Michael Sizemore (SM00073)	Brenda Fletcher (BFL5670) Juanita Walker (JWA3485) Yolandreia Oliver (YOL0732)
Lindsey (CCA)	LN	121		1620 FM 3344; Jacksboro, TX 76458 (Jack Co.)	940/567-2272	940/567-2292	Mary Brandin (MBR6948)	Cole McKennon (MR00040)	Cindy Tinney (CTI5737) Rober Peek (RP00018)

UNIT NAME				ADDRESS	PHONE	FAX	WARDENS	ASST. WARDENS	CLASSIFICATION
Willacy County (CCA)	WI	120		1695 South Buffalo Drive; Raymondville, TX 78580 (Willacy Co.)	956/689-4900	956/689-4001	Orlando Perez (OPE5260)	Paul Arguijo (PAR1562)	Remigio Garcia (RGA3479) Kristal Parmer (PK00042)
PRIVATE PRISONS									
Bridgeport (MTC)	BR	044		4000 North 10th Street; Bridgeport, TX 76426 (Wise Co.)	940/683-3010 (674)	940/683-3094	David McComis (DMC2568)		Patsy Jonson (JP00024) Mara Lira (LN00018)
Cleveland (GEO)	CV	046		901 East 5th Street; Cleveland, TX 77327 (Liberty Co.)	281/592-9559 (671)	281/592-9552	Virgil Jordan (JV00004)		Angela Morris (MA00151)
Diboll (MTC)	DO	112		1604 S. First St.; Diboll, TX 75941 (Angelina Co.)	936/829-2295 (112)	936/829-2296	David Driskell (DDR2251)		Susan Seale (SS00197)
Estes (MTC)	VS	045		1100 Highway 1807; Venus, TX 76084 (Johnson Co.)	972/366-3334 (670)	972/366-3255	Robert Treon	Terry Wiktorik (TWI1446)	Dorothy Shufelt (DSH8806) Patricia Beach (BP00005)
Kyle (MTC)	KY	043		23001 IH 35; Kyle, TX 78640 (Hays Co.)	512/268-0079 (633)	512/268-0366	Deanna Branham		Barbara Brown (BHE1291)
Lockhart (Female) (GEO)	LC	109		P.O. Box 1170; Lockhart, TX 78644 (Caldwell Co.)	512/398-3480	512/398-4551	Jackie Edwards	Daisy Clark (CD00041)	Joe Ramirez (JRA3698) Sandra Fizeseri (SFI8728) Kathleen Johnson (KJO5895)
Moore (MTC)	BM	111		8500 North FM 3053; Overton, TX 75684 (Rusk/Smith Co.)	903/834-6186	903/834-6576	David Hudson (HD00032)		Kim Rasor (KRA3617)
MULTI-USE FACILITIES Privately Operated									
East Texas Treatment Facility (MTC)	XQ			900 Industrial Dr.; Henderson, TX 75653 (Rusk Co.)	903/655-3300	888/846-8679	Greg Shirley (GSH4635)	Michelle Daley (DM00027) Grady Wallace (WG00031)	Kerri Kinsey (KK00004)
PAROLE FACILITIES									
Roach ISF	C1	050	V	15845 FM 164; Childress, TX 79201 (Childress Co.)	940/937-6364 (050)	940/937-1015	Terry Tucker (TTU9737)	Jason Williams (JWI2970)	Jamie Moss (MJ00088)
PAROLE FACILITIES Privately Operated									
West Texas ISF (MTC)	XN			2002 Lamesa Hwy.; Brownfield, TX 79316 (Terry Co.)	806/637-4032	806/637-4471	Susan Payne (PS00028)		Latoshia Burse (BL00090)
South Texas ISF (MTC)	XM			1511 Preston; Houston, TX 77002 (Harris Co.)	713/223-0601	713/223-5930	Jennifer Brown (JLO2997)		Tina Sharkey (TSH1139) Donnie Jones (DJO7579)
PRE-PAROLE FACILITIES Privately Operated									
Bridgeport PPT (MTC)	T1	057		222 Lake Road; Bridgeport, TX 76426 (Wise Co.)	940/683-2162	940/683-5880	David McComis (DMC2568)		Patsy Johnson (JP00024) Charlotte Walker (CWA0657)
Lockhart (Female)	T3	109		P.O. Box 1170; Lockhart, TX 78644 (Caldwell Co.)	512/398-3480 (109)	512/398-4551	Jackie Edwards	Daisy Clark (CD00041)	Joe Ramirez (JRA3698)