

STATE OF TEXAS §
 §

COUNTY OF TRAVIS §

**CONTRACT BETWEEN
THE TEXAS JUVENILE JUSTICE DEPARTMENT
AND
PRAESIDIUM INC,
CON0001698**

This Contract is by and between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**,” and Lundberg Enterprises, LLC dba **Praesidium In** [REDACTED] **Payee ID #** [REDACTED] hereinafter “**Service Provider**,” for the provision of Consulting Services for Comprehensive Abuse Prevention System and related services for TJJD. This Contract is identified as Contract Number **CON0001698**.

- 1. This Contract is composed of the following documents and incorporated by reference:
 - a. This Contract, including all attachments;
 - b. **Exhibit A, Execution of Offer**, dated: February 19, 2025.
 - c. **Exhibit B, Pricing Schedule**, dated: February 19, 2025;
 - d. **Exhibit C, Terms and Conditions** (negotiated), dated: June 20, 2025;
 - e. **Exhibit E, PREA Policy Overview and Training**, dated: February 19, 2025
 - f. **Exhibit F, Data Use Agreement**, dated: April 28, 2025
 - g. Respondent’s clarifications received March 31, 2025 through April 7, 2025;
 - h. Respondent’s Proposal dated February 19, 2025; and
 - i. Request for Proposal, RFP 644-25-121724 issued January 27, 2025.

In the event there is conflict between the Contract documents, the order of precedence shall be the order listed above.

**SECTION I
CONTRACT TERM**

A. PERIOD OF PERFORMANCE:

The initial term of the Contract shall be from **June 23, 2025, through June 22, 2027** with three (3), one (1)-year renewal options. The Contract may be renewed by written amendment signed by both parties. The terms, conditions and rates for all renewals shall remain as stated in the Contract, with any approved changes. The rates and services listed on Exhibit B – Pricing Schedule shall remain in effect for the entire term of the Contract.

SECTION II SERVICE PROVIDER

B. SCOPE OF SERVICES:

TJJD aims to lead the juvenile justice sector in the implementation of comprehensive abuse prevention systems to include detailed risk assessments, training programs, resource development, and accreditation preparation to establish best practices for safeguarding youth under TJJD's care. The consulting services for comprehensive abuse prevention systems will be designed and implemented for TJJD staff and facilities. Consulting services are being provided under Section 2254.021 of the Texas Government Code, Subchapter B. Consulting Services.

The Service Provider shall:

1. Provide an overall project schedule that includes anticipated duration dates, resources, dependencies, and milestones for each project phase.
2. Build internal expertise within facility leadership.
3. Conduct risk assessments tailored to the unique characteristics of each facility.
4. Review and evaluate TJJD's existing procedures.
5. Conduct a sample of interviews with a selection of case managers and other stakeholders to share their perspective on the existing practices.
6. Provide resources and guidance to implement best practices in abuse prevention.
7. Prepare facilities to achieve an industry-recognized accreditation.
8. Implement a unified, system-wide approach to safety and abuse risk management.
9. Have a comprehensive understanding of the population that TJJD serves as well as an understanding of juvenile corrections operations.
10. Provide comprehensive services which includes all required information and documentation as outlined in this Contract to ensure the Service Provider meets all requirements, possesses the required experience and qualifications, and has the financial capacity to perform the required services.
11. Provide all applicable permits, licenses, accreditations, and insurance coverage related to this Contract.
12. Provide deliverables required in this Contract and any additional deliverable the Service Provider plans to execute according to **Table 1** format below.

Table 1. Deliverable List Format

Deliverables No.	Deliverable Description	Estimated Due Date
1.	Conduct Certified Safety Training Workshops for Leadership	Workshop scheduling is contingent upon the date of contract execution and mutual availability. Final workshop dates will be determined following contract signature and coordinated based on the availability of both parties.
2.	Complete Risk Assessments for All Facilities	December 2025
3.	Deliver Customized Abuse Prevention Resources	July 2026
4.	Facilitate Accreditation Preparation for Facilities	January 2027

13. Comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees for any court or administrative bodies or tribunals in any matter affecting the performance of the Contract including, if applicable, workers' compensation laws, minimum and maximum salary, wage statutes and regulations, and licensing laws and regulations.
14. Furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary to perform the services and/or provide the goods, if applicable, as required.
15. Be responsible for all employment taxes and other payroll withholding for its employees.
16. Be responsible and liable for the safety and health of its personnel while they are performing work for TJJD and while on TJJD's premises.
17. Ensure that all employees assigned to perform the services must have all applicable permits, licenses, accreditations, and insurance coverage.
18. Be responsible for the security, maintenance, loss or damage to its equipment or its subcontractor's equipment while on TJJD premises.
 - a. TJJD will NOT be held responsible for damage to or loss of the Service Provider's or subcontractor's equipment while in route back to the Service Provider's location.
19. Provide qualified substitutes for any employees not present at TJJD facility to perform services due to illness or vacation.
 - a. Service Provider shall provide relief personnel as necessary and/or work overtime, at no cost to TJJD, to ensure that the requirements of the Contract are performed and accomplished as required.
20. Have an active telephone service answered during normal business hours. Normal business

hours are considered to be between 8:00 a.m. and 5:00 p.m. Monday through Friday (CST).

- 21. Provide TJJD’s Contract Manager with contact information for at least two (2) Service Provider’s key personnel to be available for 24-hour support so TJJD may communicate urgent issues that require immediate correction or consultation for TJJD facilities. The Service Provider shall provide TJJD with the designated Key Personnel’s telephone number and email address and must always be available. Any urgent requests will be followed up in writing by the TJJD Contract Manager.
- 22. Provide to TJJD advanced notice for on-site visits or service changes (minimum 3 business days).
- 23. Establish communication and visitation plan with TJJD leadership and each TJJD facility leadership.
 - a. Service Provider shall be flexible with scheduling to accommodate the needs of each TJJD facility.

24. Key Project Objectives:

Service Provider shall:

- a. Build internal expertise within facility leadership.
- b. Conduct risk assessments tailored to the unique characteristics of each facility.
- c. Prepare facilities for achieving an industry-recognized accreditation.

C. TJJD SECURE FACILITY LOCATION:

The Service Provider shall provide services at each of the locations listed in this section. The Service Provider must specify requirements for implementation and operation at each site.

Institutions
<p><u>Evins State Juvenile Correctional Facility</u> 3801 E. Monte Cristo Road Edinburg, Texas 78541 (956) 289-5500 FAX (956) 381-1425</p>
<p><u>Gainesville State Juvenile Correctional Facility</u> 1379 FM 678 Gainesville, Texas 76240 (940) 665-0701 FAX (940) 665-0469</p>
<p><u>Giddings State Juvenile Correctional Facility</u> 2261 James Turman Rd. P.O. Box 600 Giddings, Texas 78942 (979) 542-4500 FAX (979) 542-0177</p>

Institutions
<p><u>Mart State Juvenile Correctional Facility</u> 116 Burleson Road Mart, Texas 76664 (254) 297-8200 FAX (254) 297-8392</p>
<p><u>Ron Jackson State Juvenile Correctional Facility</u> 611 FM 3254 Brownwood, Texas 76801 P.O. Box 1267 Brownwood, Texas 76804 (325) 641-4200 FAX (325) 646-7704</p>

D. TECHNICAL APPROACH and METHODOLOGY:

The Service Provider shall provide the following services:

1. **Internal Expertise Development:** Conduct workshops for leadership to build expertise in abuse risk management. Training must include actionable steps to prevent abuse and align with best practices.
2. **Risk Assessments:** Perform on-site evaluations to identify facility – specific strengths, risks, and areas for improvement. Deliver a comprehensive report with actionable recommendations.
3. **Resource Development and Consultation:**
 - a. Provide tools, including assessment frameworks, training curricula, and screening instruments.
 - b. Offer consultation to implement these tools effectively.
4. **Accreditation Preparation:** Support facilities in meeting the standards required for abuse prevention accreditation, including a multi-phase process involving implementation, verification, and certification.

**SECTION III
TJJD**

E. TJJD Shall:

1. Provide timely review and acceptance of Service Provider’s deliverables.
2. Process and pay invoices in accordance with the terms described in this Contract.
3. Provide Service Provider with TJJD current training curriculum and policies. TJJD will ensure Service Provider’s definitions and processes are incorporated into the training.
4. Provide Service Provider with the essential background of juvenile corrections operations.

5. Provide a TJJD point of contact for services.
6. Work with Service Provider on Implementation of the comprehensive abuse prevention system in four (4) phases. Each phase is contingent upon funding approval. See **Table 1** for Deliverables.
7. Provide the Service Provider access to facilities and the necessary documentation for assessments.
8. Designate a point of contact for communication and coordination.
9. Share relevant policies and existing resources for review.
10. Perform criminal background checks on Service Provider and Subcontractor required personnel.
11. Provide workspace with equipment, furniture, and supplies for Service Provider.
12. TJJD will pay for services in accordance with documents that make up the Contract, including the rates listed in **Exhibit B, Pricing Schedule, with the exception of line item #10 as TJJD will not be purchasing the Praesidium Academy Online Training Services for this Contract.** These rates are a fixed fee for each service stated in this Contract. The Service Provider shall provide invoices to TJJD for services performed as outlined in this Contract. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that payment owing to Service Provider under this Contract will be applied toward elimination of Service Provider's indebtedness to the state delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full. Payments under this Contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature.
13. The total Not-to-Exceed amount for the initial term of this contract is **\$231,850.00**, unless amended by contract amendment signed by both Parties. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.

F. OWNERSHIP:

1. **Intellectual Property Rights Alternatives:** The Service Provider shall ensure TJJD remains operational, without interruption to TJJD business, in the event the Service Provider's company (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, (e) makes an assignment for the benefit of all or substantially all of its creditors, or (f) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations.
2. **Service Provider's Proprietary Information Defined.** The Service Provider's Proprietary Information shall mean and include: (i) Any and all business or technical information and material, whether oral, written, electronic, magnetic or stored via other media, relating directly or indirectly to the Service Provider's past, present or future research, development, or business activities or its methodologies, strategies, operational information, or other trade secret or non-public business information, which is disclosed to or obtained by TJJD, regardless of whether it is marked as "confidential" or "proprietary"; (ii) Any and all technical information, including but not limited to any software, and the methodology, structures, models, techniques, processes, compositions,

formulas, designs, drawings, specifications, models, data, source code, object code, documentation, diagrams, flow charts, research, development, procedures, and "know-how," contained or embodied in such technical information, as well as any information capable of being embodied in a U.S. patent application or copyright application or any international equivalent thereof, which may be made available to TJJD in connection with the Services; and (iii) Any and all manufacturing, development, or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier, vendor, employee and personnel lists, as well as any other information related to customers, suppliers, vendor and employees or other personnel, pricing policies, financial information, strategic goals, plans, and initiatives, strategic partnership alliances and other alliances. TJJD acknowledges and agrees that the Service Provider's Proprietary Information is the proprietary property of the Service Provider and exclusively owned by the Service Provider and TJJD has no claim, right, title or interest in or to the Service Provider's Proprietary Information.

- 3. Acknowledgments.** TJJD acknowledges that all components of the Service Provider's Proprietary Information that may be made available to TJJD, in connection with the Services, constitute commercially valuable, proprietary products of the Service Provider, the design and development of which reflect the efforts of skilled development experts and the investment of considerable time and money. TJJD acknowledges that the Service Provider's Proprietary Information contains substantial trade secrets of the Service Provider, which, to the extent they are made available to TJJD, have been entrusted in confidence by the Service Provider. TJJD agrees that it will not disseminate or disclose any of the Service Provider's Proprietary Information which has been made available to TJJD, to any third party, except as specifically provided herein. TJJD's right to access and use any of the Service Provider's Proprietary Information is limited to the right of access and use that is specifically described in this Contract. To the extent TJJD violates its obligations concerning the dissemination, disclosure, access or use of the Service Provider's Proprietary Information, such violation(s) will be considered a material breach of this Contract. Nothing provided herein shall constitute a license to, and TJJD agrees that it will not, obtain, access or use the methods, techniques, formulas or know-how contained or embodied in the Service Provider's Proprietary Information. Further, nothing provided herein shall constitute a license to, and TJJD agrees that it will not, obtain, access or use the source code, programming code, or any uncompiled raw software listings contained or embodied in the Service Provider's Proprietary Information. Under no circumstances may TJJD modify, disassemble, de-compile, reverse engineer or derive a source code version from any software contained in the Service Provider's Proprietary Information. TJJD further agrees that it will not access or use the Service Provider's Services, including the Service Provider's Proprietary Information, for creating or aiding in the creation of competitive services or software packages, or otherwise attempt to interface with or connect to the Service Provider's Proprietary Information in any manner not specifically permitted in this Contract.

G. TRAINING:

Service Provider to provide training specific to the product and aligned with TJJD needs to include TJJD's five (5) secure facilities as follows:

1. Provide training for supervisory and oversight staff which includes a model to monitor completed assessment validity and quality and provide coaching for key facilities personnel to include; Supervisors, Assistant Supervisors, Clinical Directors, Case Manager Supervisors, Manager of Operations, Training Personnel, Principals, Teachers, Mental Health Professionals, Team Leaders, Sr. Juvenile Corrections Officer, Parole Officers, and Probation Officers;
2. Provide a customized training curriculum and adjust training curriculum to meet TJJD needs, and
3. Provide an annual ongoing training plan for TJJD staff and facilities.

Service Provider shall provide all necessary training and work with TJJD administrative personnel to monitor the progress of the training as employees respond to it. Service Provider shall participate with TJJD to prepare for rollout of the training.

H. PERFORMANCE MEASURES:

Service Provider shall meet the following performance measures:

1. Provide all final deliverables as outlined in this Contract by the due date outlined.
2. Meet project deadlines as determined in collaboration between TJJD and Service Provider.

I. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the TJJD Contract Manager or designee.
2. All deliverables must be submitted in a format approved by the TJJD Contract Manager.
3. If the deliverable cannot be provided within the scheduled timeframe, the Service Provider is required to contact the TJJD Contract Manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
4. A request for a revised schedule must be reviewed and approved by the TJJD Contract Manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
5. TJJD will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by TJJD.
6. Relevant quality assurance processes that will apply, such as change management, acceptance, and risk and issue management. Service Provider will utilize an agreed upon Project Management methodology.

J. SUBCONTRACTORS:

Subcontractor providing services under the Contract shall meet the same requirements and level of experience as required of the Service Provider. No subcontract under the Contract shall relieve the primary Contract of the responsibility for the service. If the Service Provider uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

1. If the Service Provider is planning to subcontract any portion of the work at any time during the contract term, Service Provider must identify the proposed subcontractor's initial proposal and TJJD must approve all subcontractors and subsequent contracts and obtain prior approval from TJJD before Service Provider enters into any subcontract agreements;
2. Subcontracting shall be at the Service Provider's expense;
3. TJJD retains the right to check subcontractor's background and make approval determination as to the use of the proposed subcontractor(s); and
4. Service Provider shall be the only contact for TJJD and subcontractors. Service Provider shall designate a point-of-contact for all TJJD and subcontractor inquiries.

K. INVOICING:

1. Service Provider will submit invoices to the TJJD Claims Department via email at tjjdinvoice@tjtd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N. Congress, STE 13.1400, Austin, Texas 78701.
Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice or billing statement. Service Provider shall submit one (1) invoice showing the Service Provider's name, address, TJJD contract number, payee I.D., itemization of the services provided, itemized cost of services provided, the name and division of TJJD Contract Manager, Service Provider remit to address, and telephone number. No payment whatsoever shall be made under this Contract without the prior submission of correct and itemized invoices. Payments under this Contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
2. Service Provider will be reimbursed after the completion of each phase and invoices are submitted as described below.
 - a. Conduct Certified Safety Training Workshops for Leadership by August 2025 and reimbursed September 2025.
 - b. Complete Risk Assessments for All Facilities by December 2025 and reimbursed by January 2026.
 - c. Deliver Customized Abuse Prevention Resources by July 2026 and reimbursed by August 2026.
 - d. Facilitate Accreditation Preparation for Facilities by January 2027 and be reimbursed by February 2027.

If this deadline falls on a weekend day or state or federal holiday, the deadline is moved to the next regular business day.

L. CHANGE CONTROL:

The Contract may only be amended or supplemented in writing, executed by the parties hereto or their successors and assigns, and expressly made a part of the contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change the TJJD contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

**SECTION IV
GENERAL REQUIREMENTS**

A. SECURITY

1. TJJJ will provide the Service Provider with access to confidential youth and TJJJ information. All confidentiality requirements and background check requirements will be required.
2. The Service Provider, and Service Providers' Employees and/or Subcontractor(s) are required to meet applicable TJJJ background checks and confidentiality policies.
3. The Service Provider will be required to adhere to **Exhibit E - PREA Policy Overview and Training Acknowledgement** provided by TJJJ.
4. The Service Provider will be required to acknowledge and adhere to **Exhibit F - Data Use Agreement** for the duration of the contract term.
5. Service Provider must comply with applicable statutes related to Criminal Justice Information System (CJIS) security.

**SECTION V
NOTICES AND CONTACTS**

Notices shall be addressed to the Business Operations and Contracts, Texas Juvenile Justice Department, mailing address: P.O. Box 12757, Austin, Texas 78711; and to. The following is additional contact information for purposes of this contract:

Service Provider Point of Contact:

Name: Aaron K. Lundberg, President & CEO
Phone: (817) 801-7773
Email: alundberg@praesidiuminc.com

TJJD Point of Contact for Service:

Name: Emily Anderson Deputy Executive Director of Support Operations and Finance
Phone: 512-490-7652
Email: Emily.Anderson@tjtd.texas.gov

TJJD Contract Specialist Point of Contact:

Name: Dorene Corsentino, Contract Specialist, CTCM, CTCD
Phone: 512-490-7124
Email: Dorene.Corsentino@tjtd.texas.gov

Exhibits to this contract are as follows:

- Exhibit A:** Execution of Offer
- Exhibit B:** Pricing Schedule Dated, February 19, 2025
- Exhibit C:** Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year first written above.

For the Texas Juvenile Justice Department:

 06/24/2025

Shandra Carter, Executive Director Date

For Service Provider:

  6/20/2025 | 3:21 PM CDT

Signature Printed Name Date

Solicitation No: 644-25-121724

**EXHIBIT A
EXECUTION OF OFFER**

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

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the Respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned Respondent certifies that the individual or business entity named in this response 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.

Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006
Under Section 231.006 of the Texas Family Code, Respondent must certify that the individual or business entity named in this contract, proposal, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: RESPONDENT MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

Name:	Social Security Number:	Percent Ownership:
none		

Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Respondent represents that (1) no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJD has served as an executive head of the Texas Comptroller of Public Accounts, TJJD, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Respondent employs or has used the services of a former executive head of TJJD or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (I) it meets an exemption criterion under Section 2271.002; or (II) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the

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boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

- Respondent certifies that Respondent, and, if applicable, any of its holding companies or subsidiaries, is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4.

Advertising Of Award: Respondent 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 TJJD or is considered by TJJD to be superior to other products or services.

Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Respondent 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 Respondent engaged to assist it with respect to such response or submission.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Proposal.

Respondent certifies that it has not been an employee of TJJD within the last twelve (12) months.

By their signature below, Respondent acknowledges that it has read and understands the foregoing and certifies to same.

RESPONDENT (COMPANY): Lundberg Enterprises, LLC dba Praesidium

SIGNATURE (INK): [Redacted Signature]

NAME (TYPED/PRINTED) Aaron K. Lundberg

TITLE: President & CEO DATE: Feb 19, 2025

EMAIL ADDRESS: alundberg@praesidiuminc.com

STREET: 2225 E. Randol Mill Rd., Ste. 630

CITY/STATE/ZIP: Arlington, TX 76011

TELEPHONE AND FACSIMILE NO.: (817) 801-7773

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 47-3673013

EXHIBIT B - PRICING SCHEDULE
SOLICITATION RFP No. 644-25-121724

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Respondent proposes to furnish the services required pursuant to this solicitation. Pricing for Services Offered (Price will be firm fixed price)

RESPONDENT NAME:

INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT A UNIT PRICE FOR EACH LINE ITEM OR RESPONSE WILL BE CONSIDERED NON-RESPONSIVE. A UNIT PRICE OF \$0.00 ON ANY LINE ITEM WILL BE CONSIDERED NON-RESPONSIVE.

ITEM	Service Location	DESCRIPTION OF SERVICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	<p align="center">Evins State Juvenile Correctional Facility 3801 E. Monte Cristo Road Edinburg, Texas 78541 (956) 289-5500 FAX (956) 381-1425</p>	1. Conduct workshops to build facility leadership's expertise in abuse risk management and prevention. 2. Perform tailored risk assessments at five TJJJ secure facilities to identify strengths, risks, and areas for improvement. 3. Develop and provide customized resources, including assessment frameworks, training curricula, and screening tools. 4. Support facilities in meeting accreditation standards through a multi-phase process involving implementation, verification, and certification.	1	Lot	\$12,000.00	\$ 12,000.00
2	<p align="center">Gainesville State Juvenile Correctional Facility 1379 FM 678 Gainesville, Texas 76240 (940) 665-0701 FAX (940) 665-0469</p>	1. Conduct workshops to build facility leadership's expertise in abuse risk management and prevention. 2. Perform tailored risk assessments at five TJJJ secure facilities to identify strengths, risks, and areas for improvement. 3. Develop and provide customized resources, including assessment frameworks, training curricula, and screening tools. 4. Support facilities in meeting accreditation standards through a multi-phase process involving implementation, verification, and certification.	1	Lot	\$10,000.00	\$ 10,000.00
3	<p align="center">Giddings State Juvenile Correctional Facility 2261 James Turman Rd. P.O. Box 600 Giddings, Texas 78942 (979) 542-4500 FAX (979) 542-0177</p>	1. Conduct workshops to build facility leadership's expertise in abuse risk management and prevention. 2. Perform tailored risk assessments at five TJJJ secure facilities to identify strengths, risks, and areas for improvement. 3. Develop and provide customized resources, including assessment frameworks, training curricula, and screening tools. 4. Support facilities in meeting accreditation standards through a multi-phase process involving implementation, verification, and certification.	1	Lot	\$10,000.00	\$ 10,000.00
4	<p align="center">Mart State Juvenile Correctional Facility 116 Burleson Road Mart, Texas 76664 (254) 297-8200 FAX (254) 297-8392</p>	1. Conduct workshops to build facility leadership's expertise in abuse risk management and prevention. 2. Perform tailored risk assessments at five TJJJ secure facilities to identify strengths, risks, and areas for improvement. 3. Develop and provide customized resources, including assessment frameworks, training curricula, and screening tools. 4. Support facilities in meeting accreditation standards through a multi-phase process involving implementation, verification, and certification.	1	Lot	\$12,000.00	\$ 12,000.00

ITEM	Service Location	DESCRIPTION OF SERVICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
5	Ron Jackson State Juvenile Correctional Facility 611 FM 3254 Brownwood, Texas 76801 P.O. Box 1267 Brownwood, Texas 76804 (325) 641-4200 FAX (325) 646-7704	1. Conduct workshops to build facility leadership's expertise in abuse risk management and prevention. 2. Perform tailored risk assessments at five TJJJ secure facilities to identify strengths, risks, and areas for improvement. 3. Develop and provide customized resources, including assessment frameworks, training curricula, and screening tools. 4. Support facilities in meeting accreditation standards through a multi-phase process involving implementation, verification, and certification.	1	Lot	\$10,000.00	\$ 10,000.00
6	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	Certified safety training workshops for leadership by February 2025.	1	Lot	\$40,000.00	\$ 40,000.00
7	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	Completion of risk assessments across all facilities by May 2025.	1	Lot	\$60,000.00	\$ 60,000.00
8	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	Delivery of abuse prevention resources by December 2025.	1	Lot	\$33,500.00	\$ 33,500.00
9	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	Accreditation preparation finalized by January 2027.	1	Lot	\$44,350.00	\$ 44,350.00
TOTAL FOR ALL LINES ON SCHEDULE						\$ 231,850.00
10	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	Praesidium Academy Online Training for Ongoing Abuse Prevention Training for TJJJ Staff (Annual Cost)	1	Lot	\$90,000.00	\$ 90,000.00
11	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	enter additional description of services here	1	Lot	\$0.00	\$ -
12	1. Evins State Juvenile Correctional Facility 2. Gainesville State Juvenile Correctional Facility 3. Giddings State Juvenile Correctional Facility 4. Mart State Juvenile Correctional Facility 5. Ron Jackson State Juvenile Correctional Facility	enter additional description of services here	1	Lot	\$0.00	\$ -
TOTAL FOR ALL ADDITIONAL SERVICES ON SCHEDULE						\$ 90,000.00
GRAND TOTAL INCLUSIVE OF ADDITIONAL SERVICES						\$ 321,850.00

*LIST ITEMS 10 through 12 are: Additional Required Services – Vendor identified services that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.

FAILURE TO RETURN THIS SCHEDULE IN EXCEL WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.

EXHIBIT C TERMS AND CONDITIONS

By responding to the solicitation, or fulfilling the contract, procurement, or agreement, the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Juvenile Justice Department (TJJD) purchase. Only mutually written exceptions will be valid.

The following are conforming terms for purposes of these Terms and Conditions. References to a Contract may correspond to Bid, Application, Response, Proposal. References to Vendor may correspond to "Bidder/Offeror/Applicant/Proposer/Respondent/Service Provider." Reference to the Solicitation may correspond to one of the types of solicitation methods (i.e., IFB, RFO, RFP). Any specification in the solicitation or subsequent contract that conflicts with these terms and conditions takes precedence.

All references to "days" shall be calendar days unless specified otherwise. Vendor and TJJD herein may be referred to individually as a "Party" and collectively as the "Parties."

1. Americans with Disabilities Act

Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.

3. Assignment (Only applies to solicitations and contracts for services)

Vendor shall not assign its rights under the contract or delegate the performance of its duties under the Contract without prior written approval from TJJD. Any attempted assignment in violation of this provision is void and without effect.

4. INTENTIONALLY LEFT BLANK

Vendor specifically covenants and warrants that the space will at all times comply with the Texas State Fire Marshal's Office in accordance with NFPA 1, Fire Code. TJJD reserves the right to have the State Fire Marshal inspect the facility. TJJD shall require any Vendor to report all findings of any inspection, whether deficient or compliant, for the building for any inspection, test, or maintenance of Fire Protection Equipment and/or systems that results in the placement of a yellow or red tag. Any deficiencies must be corrected promptly and failure to do so is grounds for TJJD to terminate the Contract.

5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code and to the extent applicable, Vendor agrees that during the performance of a contract for services it shall purchase products and materials

produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006 of the Family Code, the Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f). A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

8. Cloud Computing State Risk and Texas Risk and Authorization Management Program (TxRAMP)

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Vendor certifies compliance with Texas Government Code Section 572.054. Vendor has not employed a former officer or employee of TJJD to perform services on Vendor's behalf, to secure the contract, or to represent Vendor in any manner prohibited by Section 572.054. A false certification could result in termination of the contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Vendor shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Vendor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under the Contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of the Contract.

11. INTENTIONALLY LEFT BLANK

12. Confidentiality

- a. Vendor agrees that all of its employees, Service Providers, subs, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of youth records and identifying information.
- b. Vendor agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from the Contract shall remain confidential and subject to release only by written permission of TJJD and in accordance with all state and federal laws.
- c. Vendor employees, Service Providers, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.
- d. Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Vendor without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

The Contract encompasses the complete and entire agreement of the Parties. Neither Party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in the Contract. No other contracts or agreements, oral or written, shall constitute a part of the Contract unless such is made in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract.

- a. **Bilateral Amendment:** Except as provided for in the Unilateral Amendment section below, the Contract can only be changed by a Bilateral Amendment or supplemented in writing, executed by both Parties hereto or their successors, and expressly made a part of the Contract.
- b. **Unilateral Amendment.** A Unilateral Amendment will be effective on the date that is specified in the Unilateral Amendment. TJJD has sole discretion to issue a Unilateral Amendment to modify a contract's requirements, terms, or conditions as follows:
 1. Minor administrative changes to correct typographical errors;
 2. Change the TJJD contract identification number;
 3. Changes to incorporate new or revised state or federal laws, regulations, rules, or policies;
 4. Increase the "not to exceed" amount or contract rates (if applicable) necessary for continuation of services;
 5. Update Vendor's name as recorded by the Secretary of State, as required by law, or as authorized by TJJD; and
 6. Change either Party's contact information.

14. INTENTIONALLY LEFT BLANK

15. COVID-19 Vaccine Passport Prohibition

Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to

receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

16. INTENTIONALLY LEFT BLANK

17. Cybersecurity Training

Vendor shall ensure that any Vendor employee or subcontractor or employee who has access to a state computer system or database shall complete a cybersecurity training program under Section 2054.5192 of the Texas Government Code. Such training is required to occur during the contract term and renewal period. Vendor shall provide TJJD with verification of the completion of the requisite training.

18. Damage to Government Property

Vendor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Vendor shall notify TJJD in writing of any such damage within one (1) calendar day. Vendor is responsible for the removal of all debris resulting from work performed under the Contract.

19. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TJJD as evidence of Vendor's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants 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 Contract.

21. Debts and Delinquencies Affirmation

Vendor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

23. Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by TJJD or another agency at any time during the two (2) years preceding the submission of the Response or, in the alternative, Vendor has disclosed in its Response the following: (i) the nature of the previous employment with TJJD or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

24. Disentanglement Services [For IT type Agreements/Services - Only applies to Contracts when Vendor has access to TJJD data, shared servers, or Vendor's data embedded with TJJD data]

- (a) The following definitions are incorporated into the Contract and relevant to this Section:
- (1) **Disentanglement Period** - the period during and after the Contract terminates that is necessary to provide disentanglement services.
 - (2) **Disentanglement Services** - the obligations of each Party imposed upon notice of Contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.
- (b) Vendor must provide disentanglement services as soon as possible after Notice of Contract Termination or Contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Vendor must notify TJJD in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.
- (c) Disentanglement services that Vendor must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Vendor's proprietary information is embedded within TJJD data. Vendor should also provide TJJD with their proprietary data in the same format and structure as used in Vendor's system before Contract termination. If Vendor is unwilling to provide data in the same format and structure, then Vendor must work with TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD shall continue to allow Vendor access to its shared servers so Vendor may uninstall Vendor's software, databases, and proprietary data and information. After removal of all proprietary data, Vendor shall confirm removal with written certification of such.
- (d) Both Parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the Parties arises before disentanglement services are completed, both Parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the Contract remain effective until disentanglement services are completed.

25. Dispute Resolution

The dispute resolution process in Chapter 2260 of the Texas Government Code must be used to resolve any dispute arising under the Contract.

26. INTENTIONALLY LEFT BLANK**27. Drug-Free Workplace**

Vendor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

28. E-Verify Program

Vendor certifies that for contracts for services, Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the Contract to determine the eligibility of:

1. all persons employed by Vendor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Vendor to perform work pursuant to the Contract within the United States of America.

Vendor shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Vendor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Vendor has violated the certifications set forth in this provision, then (1) Vendor shall be in breach of contract, (2) TJJD shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the Contract, Vendor shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated Contract.

29. Energy Company Boycotts Service Provider

If Vendor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

30. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of any contract executed with TJJD. Vendor shall state any facts that make it exempt from the boycott certification in its Response.

31. Equal Employment Opportunity

Vendor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

32. Excess Obligations Prohibited - Funding Out Clause

- a. The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Vendor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TJJD will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required

to give prior notice. b. TJJD is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

33. Excluded Parties

Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.

34. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Vendor certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this Contract is in force.

37. Financial Participation Prohibition Affirmation

Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this 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.

38. Fingerprinting and Background Check

A. Unless Vendor is addressed in Section B below, Vendor shall:

1. As directed by TJJD, provide information for each person providing services under this Contract with access to TJJD youth or youth records to perform a criminal background check, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this Contract. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall not work under this Contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

2. Within 24 hours of becoming aware of the information, notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJD youth, who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

B. Vendor Licensed by the Texas Department of Family and Protective Services

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:
 - a. Vendor must provide sufficient information to allow TJJD to verify DFPS clearance; and,
 - b. Vendor must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

C. TJJD Approval

TJJD will approve or deny any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

39. Firearm Entities and Trade Association Discrimination

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

40. Force Majeure

Neither Vendor nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the 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, pandemic or epidemic, 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.

41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Vendor certifies that it is not ineligible to receive the Contract.

42. Former Agency Employees

Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the Contract.

43. Franchise Taxes

- a. Vendor certifies that should Vendor be subject to payment of Texas franchise taxes, that all franchise taxes are current. If such certification is false, this Contract may be terminated at the option of TJJD or other sanctions may be exercised.
- b. If Vendor is exempt from payment of Texas franchise taxes, Vendor shall so indicate by attachment to this Contract.
- c. If Vendor's payment of Texas franchise taxes becomes delinquent during the term of this Contract, Vendor will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this Contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this Contract.

44. Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJD.

45. Hardening of State Government Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

46. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, Vendor certifies that the individual or business entity named in this Response 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.

47. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, 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 VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

48. INTENTIONALLY LEFT BLANK

49. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY VENDOR OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE TJJD AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TJJD DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF TJJD IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJD WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF TJJD'S COUNSEL.

50. Independent Service Provider - Relationship of the Parties

Vendor and Vendor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Vendor nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Vendor shall have no claim against TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TJJD.

51. Legal and Regulatory Actions

Vendor represents and warrants that Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Vendor is unable to make the preceding representation and warranty, then Vendor instead represents and warrants that Vendor has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the Contract.

52. Limitation on Authority

Vendor shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

Vendor represents and warrants that TJJD's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

54. Media Releases

Vendor shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. No Conflicts of Interest

Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Vendor has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the Contract. And if circumstances change during the course of the Contract, Vendor shall promptly notify TJJD.

56. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this Contract.

58. No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

59. Notice of Changes

a. Vendor shall notify TJJD immediately in writing of any significant change affecting Vendor, including, but not limited to, change of Vendor's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this Contract.

b. Vendor shall not transfer or assign this contract or enter into any subcontract for the services under this Contract without prior written approval from TJJD.

c. Vendor shall not relocate the services provided under this Contract from the location stated in the preamble of the Contract, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

60. Permits, Certifications, and Licenses

Vendor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the Contract.

61. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this Response 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.

62. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

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64. Public Information Act

Information, documentation, and other material in connection with a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise

excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

65. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

Vendor agrees that if, at any time during the term of the Contract, an employee, director, subconsultant, or subcontractor of Vendor is required to register as a lobbyist under Texas Government Code Chapter 305, Vendor shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Vendor must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Vendor must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Vendor's Form 1295 within thirty (30) days of submission.

66. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Vendor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

67. Restriction on Possession of Weapons

Vendor agrees that Vendor or any employees, contractors, subcontractors, or associates providing services on behalf of Vendor shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this Contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Vendor's care.

68. Sanctions

- a. In addition to its authority to terminate this Contract under the termination provision or other provisions of this Contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:
 - i. Requiring Vendor to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
 - ii. Recouping payment made to Vendor; and/or
 - iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
 - iv. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or

- v. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.
- b. Vendor shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

69. Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

70. Signature Authority

By submitting this Response, Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Response.

71. Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law.

72. Specifications

Vendor shall provide services in accordance with the specifications contained in the Contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Vendor.

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74. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Vendor or any other entity or person directly under the Contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7)

years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Vendor shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Vendor's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Vendor. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

The Contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

75. Subcontractors

Vendor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TJJD. Subcontracts, if any, entered into by the Vendor shall be in writing and be subject to the requirements of the contract. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Contract.

76. Survival

Expiration or termination of the Contract for any reason does not release Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

77. Suspension and Debarment

Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

78. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TJJD shall not be liable for any taxes resulting from the Contract.

79. INTENTIONALLY LEFT BLANK**80. INTENTIONALLY LEFT BLANK****81. Termination for Convenience**

a. Vendor may terminate the Contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

b. TJJD may terminate the Contract for convenience on sixty (60) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early.

c. TJJD shall terminate this Contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

d. Cause/Default/Breach: If Vendor fails to provide the goods or services contracted for according to the provisions of this Contract, or fails to comply with any terms or conditions of this Contract, TJJD may, upon written notice of default or breach to Vendor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this Contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless TJJD notifies Vendor in writing prior to the exercise of such remedy.

e. Cause/Default/Breach: If TJJD fails to timely pay for the goods or services contracted for according to the provisions of this Contract, or fails to comply with any terms or conditions of this Contract, Vendor may, upon written notice of default or breach to TJJD, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this Contract. Vendor may exercise any other right, remedy, or privilege available to it under applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless Vendor notifies TJJD in writing prior to the exercise of such remedy.

82. Terms and Conditions Attached to Response

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

83. Texas Bidder Affirmation

Vendor certifies that if a Texas address is shown as the address of the Vendor on the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

84. Unfair Business Practices

Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of 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.

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Exhibit - E

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Contract Service Providers

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJD institutions, community-based corrections, and contract facilities. TJJD volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero-tolerance standard** for sexual violence in corrections in the United States and increases the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

TJJD Policies

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJD's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJD jurisdiction. This rule describes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJD youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.
- **PRS.02.09. Staff/Youth Relationship** states that the nature of the relationship of TJJD staff, service providers, or volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees and volunteers found to have engaged in any prohibited behavior when interacting with TJJD youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD system has certain basic rights, including the right to protection from physical and psychological harm.
- **GAP 07.03. Incident Reporting** states that critical incidents must be reported immediately to the Office of Inspector General Incident Reporting Center (IRC) and a written report must be provided to the Chief Local Administrator. Critical incidents include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, and other incidents.

- **GAP 380.9333. Alleged Abuse, Neglect, and Exploitation** provides for the investigation of allegations of abuse, neglect, or exploitation in programs and facilities under TJJD jurisdiction. This rule provides standards for investigations and for the compilation of investigation information.

You must report all suspected incidents of abuse, neglect, and exploitation immediately. There are no consequences for reporting alleged misconduct. TJJD cannot retaliate against a staff, volunteer, or contractor for reporting alleged abuse, neglect, or exploitation of a youth. You are required by law to report.

Report allegations of misconduct to the Incident Reporting Center by emailing TJJD.IRC@tjtd.texas.gov or by calling a 24-hour-a-day toll free hotline 1-866-477-8354.

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD’s Service Providers

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJD), and to be in compliance with the Prison Rape Elimination Act (PREA) standards, I certify and acknowledge that I have read and understand the contents of this document provided to me regarding the purpose of PREA, TJJD’s Zero Tolerance policy, and my reporting responsibilities regarding suspected and or known incidents of sexual abuse, sexual assault and sexual harassment. **I further certify that I understand and have completed the online TJJD PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJD PREA Training:
<https://www.classmarker.com/online-test/start/?quiz=f7m5b75d6be12d87>

Contract Service Provider:

	Aaron K. Lundberg	Feb 19, 2025
Signature	Printed Name	Date

	<h2 style="margin: 0;">DATA USE AGREEMENT</h2>	<p>TEXAS JUVENILE JUSTICE DEPARTMENT</p>
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Please read the following agreement carefully and completely before signing.

This Agreement applies to employees, volunteers, contractors, and interns working for the Texas Juvenile Justice Department ("TJJD") who handle confidential and sensitive information, including juvenile justice information, youth drug and alcohol abuse and treatment information, and financial, medical, personnel, or student data and pertains to all state-owned or controlled Information Resources. The purpose of this Agreement is to inform you of your principal obligations concerning the use of TJJD Information Resources, and to document your Agreement to abide by these obligations.

In this agreement, "**Information Resources**" means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. (Texas Gov't Code §2054.003). Additionally, data impacted by the aforementioned is included as Information Resources.

CONFIDENTIAL AND SENSITIVE INFORMATION

You may have access to confidential or sensitive information through use of TJJD Information Resources or through your associated activities with TJJD information systems. Confidential and sensitive information includes juvenile justice information, information regarding youth drug or alcohol abuse or treatment for such abuse, identifying information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by TJJD policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of TJJD's systems, you are required to conform to applicable laws and TJJD policies governing confidential and sensitive information.

Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I UNDERSTAND THAT:

In the course of my job, I may have access to confidential and sensitive information related to:

- Students, customers, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information). This may include any information by which the identity of a person can be determined, either directly OR indirectly.
- TJJD functions (e.g., information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos and communications.).
- Third parties (e.g., vendor information, customer information, contracts).

I AGREE THAT:

- I will, at all times, safeguard and retain the confidentiality, integrity, and availability of confidential and sensitive information.
- I will only access confidential and sensitive information for business needs.
- I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential or sensitive information except as authorized.
- I will not misuse or carelessly handle confidential and sensitive information.
- I will encrypt confidential and sensitive information when appropriate, including when emailing such information outside of TJJD and when storing such information on portable electronic devices and portable storage devices.
- I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential and sensitive information.
- My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I have no right or ownership interest in any confidential or sensitive information referred to in this Agreement. TJJD may revoke my access to confidential and sensitive information at any time and without notice.

AUTHORIZED USE – I AGREE THAT:

- I will use Information Resources only for official state-approved business.
- I will not use Information Resources for personal reasons not in compliance with TJJD policies and procedures.
- I have no right to expect privacy in my use of TJJD Information Resources or in the content of my communications sent or stored in TJJD Information Resources. All user activity is subject to monitoring, logging, and review.

	<h2>DATA USE AGREEMENT</h2>	<p>TEXAS JUVENILE JUSTICE DEPARTMENT</p>
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PERSONAL SECURITY IDENTIFICATION CODES (USER ID'S AND PASSWORDS) – I AGREE THAT:

- I will receive and will be required to use a personal security identification code (User ID and Password) to gain access to and to use Information Resources.
- My user ID and password are security measures that must be used only by me and I will not disclose my password to anyone other than authorized IT staff, except as permitted by law.
- I will be held personally responsible for any transactions initiated, actions taken, or for any harm, loss, or adverse consequences arising from the use of my user ID and password, including any unauthorized use by a third party if such party gains access to my user ID and password due to my misconduct or failure to abide by TJJD policy.

SOFTWARE - I AGREE THAT:

- I will only install or use software on TJJD computers that has been properly licensed and approved for my use in accordance with TJJD policies and procedures.
- If installing or authorizing the installation of software on TJJD computers, I will be responsible for ensuring that such software is only used in a manner that complies with the terms of the applicable software license agreement and all applicable TJJD policies and procedures.

ACCESS TO DATA - I AGREE THAT:

- Proper authorization is required for access to all data owned by TJJD, except data that has been authorized by TJJD for public access.
- I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties.
- I will not use TJJD Information Resources to review, alter, or otherwise act to obtain access to non-business-related information about myself, or any relative, friend, or business associate.
- I will use appropriate measures to prevent others from obtaining access to TJJD data, such as securing my workstation either by logging off or using a password-protected screen saver.
 - Before leaving a workstation with access to files containing confidential or sensitive information, I will log off or activate a password-protected screen saver.
 - If I receive a request for the release of TJJD information or data, I will follow TJJD's policies and procedures for the release of information.

SECURITY OF EQUIPMENT - I AGREE THAT:

- I will not remove Information Resources from TJJD property without proper prior authorization.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to TJJD management and to the TJJD Information Security Officer.

I AGREE THAT:

- I am required to be aware of, read, and comply with the information in the TJJD Information Security Procedure Manual found in the Policies & Procedures section of the TJJD intranet home page. [\[TJJD Intranet\]](#)
- I must comply with the policies concerning Information Resources set out in the TJJD General Administrative Policy (GAP) Manual and Personnel Policy and Procedure (PRS) manual, as well as any changes to those policies.
- My failure to comply with this Agreement may result in loss of access privileges to TJJD Information Resources or other disciplinary action up to and including termination for employees; termination or alteration of employment relations in the case of temporaries, contractors, or consultants; or dismissal for interns and volunteers. Additionally, individuals could also be subject to additional civil liability, and/or criminal charges.

Signed by:  4/28/2025 | 1:00 PM CDT
 Aaron Lundberg  4CFC25C75E8348D...

Distribution: Original – Employee Personnel File
Copy - Employee