

STATE OF TEXAS §
 §
TRAVIS COUNTY §

**CONTRACT BETWEEN
TEXAS JUVENILE JUSTICE DEPARTMENT
AND
GED TESTING SERVICE LLC
CON0001677**

This contract will become effective **June 01, 2025**, between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**”, and **GED Testing Service LLC**, a Delaware Limited Liability Company (“**GED-TS**” or “**Service Provider**”), hereinafter **Service Provider**, for the purpose of enabling TJJD to administer the GED® test to TJJD youth. This Contract is identified as **Contract CON0001677**.

1. ORDER OF PRECEDENCE:

This Contract is composed of the following documents:

- a. This Contract and Exhibits;
- b. Service Provider’s proposal dated March 6, 2025 (“Proposal”), hereby incorporated by reference and, for the sake of clarity, the Service Provider’s responses and service description contained in the Proposal will govern the Services if there is a conflict between the Contract Scope of Work and the Proposal;
- c. Request for Proposal (RFP) #644-24-112923-A and addendums, hereby incorporated by reference.

It is important to note that fulfilment of this scope of work requirement will require TJJD’s entrance into, both, contract with GED Testing Service (for the price of the GED® test and *GED Ready*®) and a subsequent no cost agreement with Pearson VUE (for Pearson VUE Test Center conversion).

**SECTION I
CONTRACT TERM**

This Contract will become for an initial term of three (3) years, effective **June 01, 2025**, and shall remain in effect through **August 31, 2027**. This Contract may be renewed for three (3) additional terms of one (1) year each, provided that both parties agree in writing through contract amendment to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes. Provided, however, this Contract continues in effect for the Term specified above, but is dependent on and continues only for so long as GED Testing Service LLC has a Statewide High School Equivalency Contract with Texas Education Agency (TEA) as an approved assessment for the State of Texas High School Equivalency Diploma.

**SECTION II
SERVICE PROVIDER**

A. SCOPE OF WORK - GED Pretesting and Testing

TJJD is required by law to provide high school equivalency testing to identified, appropriate students who are behind in school and unable to obtain their high school diploma as a result. All TJJD correctional facilities are currently approved GED paper testing sites. Moving from paper-based testing to computer-based testing will improve the timelines for scheduling and implementing pretests and tests, receiving test results, and obtaining certificates for completion of High School Equivalency/General Education Development (HSE/GED) test requirements. Computer-based testing is more efficient than paper-based testing, which will expedite the process, allowing for more student pretesting and testing to occur in a shorter period of time. In addition, the ability to more swiftly, interpret results and prescribe appropriate curriculum to help students achieve their HSE/GED will be positively affected by moving to computer-based testing centers. The goal is to increase the number of students earning their HSE/GED

certificate.

TJJD is seeking to become an authorized online computer-based Pearson VUE GED Testing Center by entering into a contract with GED-TS and an agreement with Pearson VUE. As specified by the Texas Education Agency (TEA) contract with GED Testing Service (GEDTS), an approved online computer-based testing service is desired to deliver high school equivalency testing and pretesting at all TJJD correctional facilities.

1. Service Provider shall:

- a. Provide a workplan on the Pearson VUE GED Testing Center setup and technical requirements for the services including the role of GED-TS in assisting Pearson VUE to perform the services.
- b. Provide a description of the steps and how the service would operate for GED-TS working with Pearson VUE to provide the services and the roles of GED-TS and Pearson VUE to provide the services. The services are intended to enable TJJD to establish computer testing centers at each of the TJJD correctional facilities as required by TEA.
- c. Be Federal Risk and Authorization Management Program (Fed-RAMP) Certified or have the ability to become Texas Risk and Authorization Management Program (TX-RAMP) Certified.
- d. Provide software/licensure for TJJD to access GED pretest and testing, that can be delivered via computer-based testing services at multiple TJJD locations as identified in Exhibit D, Service Locations.
- e. Service Provider shall provide the following:
 - i. Collaborate with TJJD to address test-takers' accommodation issues and requests.
 - ii. Collaborate with TJJD to develop testing policies and procedures consistent with TJJD protocols and confidentiality policies.
 - iii. Provide necessary training to TJJD education administrators and test proctors at each identified facility regarding the implementation of high school equivalency online pretesting and testing relative to the Service Provider's programming.
 - iv. Provide identified TJJD education division personnel access to all TJJD student high school equivalency testing data and reports.
 - v. Provide access and training to the data application GED Manager™ system so TJJD can generate reports by TJJD administrative staff when requested to include:
 - (1) Test Scores;
 - (2) Pre-Tests Scores;
 - (3) Number of TJJD students participating in taking the GED® test on computer;
 - (4) Number of TJJD students tested;
 - (5) Number of TJJD students earning their Certificate of Texas High School Equivalency (TXCHSE) by taking the GED® test;
 - (6) Number of cancellations or no-shows; and
 - (7) Number of rescheduled tests.
- f. Provide guidelines regarding test retakes.
- g. Provide ongoing consultation and updates throughout the term of the Contract.
- h. Agree to follow TJJD policies applicable to the services being provided, including but not limited to cyber-security requirements, and confidentiality policies.
- i. Meet deliverables outlined in this Contract and in the table below. In case of non-compliance, TJJD will

issue a cure letter specifying corrective actions required from the Service Provider. TJJJ may withhold payments for services that have been performed until the Service Provider corrects identified issues. Failure to perform may result in TJJJ submitting a vendor performance report in the Texas Vendor Performance Tracking System.

Table 1. Deliverable List Format

Deliverable No.	Deliverable Description	Estimated Due Date
1	TJJJ and GED-TS execute Contract for the price of the computer-based GED® test and GED Ready®	June 1, 2025
2	TJJJ and Pearson VUE execute Pearson VUE Authorized Test Center (PVTC) agreement for designated correctional facilities.	June 1, 2025
3	Pearson VUE Channel Partner Services team works with TJJJ Technology Division to implement PVTC conversion. 5 facilities Review of all required TJJJ-furnished hardware Implementation of all appropriate systems and security.	3-4 months from contract execution (per individual test site)
4	Pearson VUE Channel Quality team works with TJJJ correctional facility test administrators Required training to implement Pearson VUE computer-based testing	Staggered with end-date completion of PVTC conversion Test administrator certification is required annually, refresher training provided on an ongoing basis
5	Commencement of TJJJ computer-based GED® test delivery	Dependent on completion of tasks 2, 3, and 4; ideally, a minimum of 3 months from task 2
6	Access to data for tracking, reporting, and monitoring.	Within the first 24 to 72 hours of initial computer-based testing and then ongoing throughout the contract term.

2. Service Provider shall perform the following tasks:

- a. Service Provider will work with TJJJ to implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable client user information.
- b. Service Provider will contact appropriate TJJJ personnel to provide notification of shipping date of materials and expected date of delivery, if applicable (i.e., equipment if needed).
- c. Service Provider will collaborate with facility administrators to schedule required virtual training(s).
- d. Pearson VUE will coordinate with the TJJJ Information Technology (IT) department to enable the use of the computer-based Pearson VUE Testing platform. IT would be included in any communications/discussions regarding the setup and implementation of the computer-based online testing platform, to ensure appropriate security measures are followed and that appropriate systems are in place to accommodate the Pearson VUE testing platform.

B. TECHNICAL SUPPORT:

Service Provider must provide technical support when needed as described below.

Service Provider must provide, without additional cost, any technical support during the hours of 8 a.m. - 5 p.m. CST/CDT, Monday – Friday. Service Provider is to describe the type of technical support that they will provide if differs from TJJJ's noted preference. Technical support can be provided via help-desk phone number, online ticketing process, and/or email.

For test center customer service and non-technical test center operations issues, staff can call 1-866-389-3665. In the event a TJJJ facility test center experiences technical problem with the exam, staff can contact Pearson VUE Support Services (VSS) technical support at 1-833-246-8320.

For customer service or channel quality issues, test center staff can contact 1-866-389-3665.

C. TRANSITION:

Operations During Transition: Upon termination or expiration of the Contract, the service must continue during any transition period of up to 3 months to allow TJJJ access and data transfer.

A transition period will be required from the current Service Provider to the new Service Provider (if applicable). During the transition period, the services must continue without a break in providing services. Service Provider must provide the transition plan for TJJJ's approval within 10 days after the awarded contract and completion of the transition activities per the approved plan within 90 days.

To provide a successful, clear-cut transition from GED-TS to the new vendor, Service Provider will undertake the following activities as applicable:

- Schedule turnover meeting(s) between TJJJ, GED-TS, and Pearson VUE
- Confirm the date of final testing and program changeover
- Complete all testing through the final test date
- Score all outstanding candidates and forward all results to TJJJ
- Shut down telephone support
- Communicate and transfer all TJJJ standards, procedures, and documentation in a mutually agreeable timeframe
- Remove all equipment and supplies in use on the termination date, if applicable
- Provide the new vendor with a data file layout to facilitate the transfer of in-process candidates
- Forward an electronic file of in-process candidate data to the new vendor after the last test date
- Provide final reports and statistics to TJJJ
- Box and store any test materials, if appropriate, in a secure area for an agreed upon retention period

- Destroy test material, if appropriate, via confidential shredding upon expiration of the retention period
- Maintain original examination files—in electronic or paper format—for a specified period of time unless forwarded to TJJD

D. TRAINING:

Service Provider to provide training for testing proctors on the Pearson VUE testing platform and testing process, as needed throughout the contract. Training can be done virtually.

1. GED-TS and Pearson VUE will provide training for testing proctors on the Pearson VUE testing platform and testing process, as needed throughout the life of the Contract.
2. Proctor training will be provided virtually via a series of training modules in the form of interactive eLearning, all of which are 30 minutes or less and can be downloaded from the Pearson VUE Service Direct website. The training curriculum is continually updated, and ongoing training helps administrators stay abreast of technology and security process changes so that they can continue to deliver the highest levels of security for TJJD and TJJD GED® test-takers.
3. Testing Center Administrators must adhere to the online GED® Program Policy Manual. This comprehensive guide is updated regularly and gives administrators instructions for policies and procedures, such as eligibility to test and identification requirements.
4. GED® test sites will be provided with a separate GED®-specific guide that details GED® testing policies and procedures. This guide augments GED-TS general manual by providing test administrators with GED®- and Texas-specific policies. Examples include jurisdiction-specific age or residency requirements. These guides are provided online to test center staff through the VUE Support System (VSS) website.

E. PERFORMANCE STANDARDS:

1. **Acceptable Quality Level (AQL):** Service Provider recognizes that TJJD is paying the Service Provider to deliver the services specified herein and as outlined in the agreement between TJJD and Pearson Vue. Service Provider is required to meet a minimum quality level to include at least a ninety-nine percent (99%) ability to access course materials and certifications. The AQL is defined as the level of service at which the services are available for access as agreed upon in the contract and below which the contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required correctives being taken, damages may be assessed.

F. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Service Provider must provide TJJD access to data for all TJJD students upon completion of pre-tests and certification exams.

G. PERSONNEL QUALIFICATIONS:

1. Technical staff must be available during the hours of 8 a.m. - 5 p.m. CST/CDT, Monday – Friday, and be fully trained in the full operation and systems of the online computer-based testing platform, to trouble-shoot and develop solutions to any issues that may arise in the implementation and use of the testing platform. Service Provider is to describe the type of technical support that they will provide if differs from TJJD’s noted preference.
2. TJJD and Service Provider shall agree to designate specific members of the Respondents project team as “Key Personnel.” “Key Personnel” will be those individuals essential to the project and services being

provided. Specific conditions and requirements of Key personnel will be defined after the contract award.

H. INVOICING:

Service Provider will submit separate monthly invoices for number of pretests and tests taken each month (pay as you go) to the TJJJ Claims Department and Lisa Edgar via email at tjjdinvoice@tjjd.texas.gov and lisa.d.edgar@tjjd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N Congress Ave., 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 name, address, TJJJ contract number, payee I.D., itemization of the services provided, itemized number of services provided, the name and division of TJJJ Contract Manager, respondent 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 TJJJ'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.

SECTION III TJJJ

A. TJJJ RESPONSIBILITIES:

1. Ensure the appropriate GED® tests are utilized by TJJJ as the official tests to determine eligibility for the TXCHSE.
2. Collaborate with the Service Provider to establish testing services at the designated TJJJ locations.
3. Provide a list of all education staff involved in the testing process.
4. Review and validate the eligibility of test-takers who do not meet automatic eligibility requirements.
5. Read, agree to, and comply with program policies/procedures for online pretest & test administration.
6. Ensure all facility staff involved in testing will complete all required training associated with the Service Provider's program.
7. Maintain security of all pretests, tests, and testing materials.
8. Create test-taker profiles/lists for any students taking HSE/GED tests if/as needed.
9. Utilize Service Provider's www.GED.com test-taker portal to set up testing dates as required (ongoing).
10. Provide facilities and workspace, as needed to ensure program integrity and sustainability.
11. Obtain necessary consent for students to participate in the testing program (if required).
12. Prohibit the resale of any materials or provide access to any third party who is not a client user.
13. Ensure prompt payment of received and correct invoices from the Awarded Respondent in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
14. Grant the Service Provider access to education personnel names and email addresses as well as student names associated with providing HSE/GED Testing.
15. Cooperate with requests for information as allowable under TJJJ policies and procedures.
16. Will access Pearson VUE testing platform site for testing by purchasing vouchers on an as needed basis. Cost will mirror the GED-TS/TEA contract as stated in Exhibit B.
17. Will request background waiver, as applicable, and provide escort to GED-TS or Pearson VUE representative while on site.

B. CHANGE CONTROL:

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

continuation of services.

SECTION IV
NOTICES

Notices shall be addressed to the Office of Business Operations and Contracts, Texas Juvenile Justice Department, mailing address: **P.O. Box 12757, Austin, Texas 78711** and to Service Provider at **5601 Green Valley Drive, Bloomington, Minnesota 55437**. The following is additional contact information for purposes of this contract:

GED-TS Contact for the Contract:

Name: CT Hemingway-Turner
Phone:
Email: ct.turner@GED.com

TJJD Contact for the Contract:

Name: Robert Fischer
Phone: 512-490-7723
Email: Robert.fischer@tjjd.texas.gov

GED-TS State Relationship Manager

Name: Jonna Forsyth
Cell Phone: (512) 202-1316
Email: Jonna.mcdonough@ged.com

CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is responsible for general administration of this Contract, negotiation of any changes, and issuance of written changes/modifications to this Contract.

TJJD CONTRACT ADMINISTRATOR

Vickie Griffin, CTCD, CTCM, Contract Specialist
Texas Juvenile Justice Department
Business Operations and Contracts,
1801 N. Congress Ave
Austin, Texas 78701
E-mail: vickie.griffin@tjjd.texas.gov
Telephone: 512-490-7148
Fax: 512-490-7252

EXHIBITS TO THE CONTRACT

Exhibits included and made part of the contract are:
Exhibit A – Execution of Offer
Exhibit B– Price Form
Exhibit C – Terms and Conditions
Exhibit D– Service Locations

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last below written.

For the Texas Juvenile Justice Department:

 _____ 06/03/2025
Shandra Carter, Executive Director Date

For Service Provider: GED Testing Service LLC

 _____ 06/01/2025
Christopher R. Hemingway-Turner (Jun 2, 2025 15:42 CDT) CT Hemingway-Turner, President and CEO Date
Signature Printed Name


BJS


RR

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 of 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 bid [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.

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, Service Provider must certify that the individual or business entity named in this contract, bid, 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: SERVICE PROVIDER 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 1% OR MORE 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:

Under Texas Government Code Section 689.003, 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 TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, 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 TJJJ 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 also certify that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJ 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, its affiliates, subsidiaries, and wholly owned companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NOAA); 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: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

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

No Collusion: Offerer represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the contents of their proposal and its submission or response thereto with any third party other than persons or entities which Offerer 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 Offer.

Respondent certifies that it has not been an employee of TJJJ 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): G D esting Service, C, a business of NCS Pearson, Inc.

SIGNATURE ([Redacted Signature])

NAME (TYPED/PRINTED) V_i_c_k_i_·_G_r_e_e_n_e

TITLE: President and CEO

oAre: VZ/215' / £

EMAIL ADDRESS: Vicki.Greene@GED.com

STREET ◆ [Redacted]

CITY/STATE/ZIP: [Redacted]

TELEPHONE AND FACSIMILE NO. ◆ (952) 681-3820 (telephone), (952) 681-4790 (fax)

PAYEE \DEN1\F\CA1\0NNUMBER: _____ **or**

FEDERAL TAXPAYER IDENTIFICATION NUMBER: [Redacted]

**EXHIBIT B
PRICE FORM**

Proposal of: GED Testing Service LLC (The Respondent's Company Name)

Ref.: GED Testing Program

RFP No.: 644-24-112923-A

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Service Provider proposes to furnish the technical services required pursuant to this solicitation.

Pricing for Services Offered (Price will be firm fixed price) – for the initial term

Service	Qty	Unit	Cost
Cost for each online GED Ready practice test per subject	1	Each subject	Cost will mirror the GEDTS/TEA contract: \$3.00 to \$6.99 (Bulk pricing is available via <i>GED Direct™</i>)
Cost for each online GED test per subject – (retake test - attempt # 2 and # 3 free, attempt #4 full cost.)	1	Each subject	Cost will mirror the GEDTS/TEA contract: \$20.00 + \$6.25 (Texas state fee) per subject**
*Additional Required Services, if applicable (must specify the service)	N/A	N/A	N/A
GRAND TOTAL	2	Each <i>GED Ready</i> ® subject plus GED® test subject	\$29.25 to \$33.24

Pricing for Services Offered (Price will be firm fixed price) – for any renewal terms

Service	Qty	Unit	Cost
Cost for each online GED Ready practice test per subject	1	Each subject	Cost will mirror the GEDTS/TEA contract: TBD based on TEA Contract pricing (Bulk pricing is available via <i>GED Direct™</i>)
Cost for each online GED test per subject – (retake test - attempt # 2 free, with attempt #3 and #4 full cost.)	1	Each subject	Cost will mirror the GEDTS/TEA contract: TBD based on TEA Contract pricing (Texas state fee) per subject**
*Additional Required Services, if applicable (must specify the service)	N/A	N/A	N/A
GRAND TOTAL	2	Each <i>GED Ready</i> ® subject plus GED® test subject	\$TBD

*Additional Required Services – The Respondent identified services that are required in order for the Respondent to provide their proposed solution that do not fall under the cost categories listed.

**Test Center Compensation Fee is not collected because TJJD is responsible for all test center costs. Please see second table above for the firm fixed price for the renewal option years.

Exhibit C

TERMS AND CONDITIONS

1. Americans with Disabilities Act

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

3. Assignment

Respondent shall not assign its rights under the contract or delegate the performance of its duties under e contract or delegate the performance of its duties under the contract without prior written approval for TJJJ. Any attempted assignment in violation of this Section is void and without effect.

4. Intentionally Left Blank

5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Respondent 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, Family Code, the vendor or applicant [Respondent] certifies that the individual or business entity named in this contract, bid, 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. 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), Texas Family Code.

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

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent 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.

Per Texas Department of Information Resources (DIR) Guidance: Cloud Services for Educational or Training Platforms are considered out of scope for Tx-RAMP certification.

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

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

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

Respondent 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 TJJJ policies related to PREA. Respondent shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJJ policies may result in termination of this contract.

11. Intentionally Left Blank.**12. Confidentiality and Security**

Section 1: Respondent agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJJ policies regarding maintaining the confidentiality of TJJJ youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

Section 2: Respondent agrees that all information regarding TJJJ and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJJ. Notwithstanding the foregoing, the GED test-taker data for TJJJ test-takers will be provided by GED-TS to Texas Education Agency (TEA) in accordance with the contract between GED Testing Service and TEA.

Section 3: Respondent's employees, contractors, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TJJJ youth may not be disclosed by Respondent without the written consent of TJJJ, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

This 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 this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJJ contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

14. Intentionally Left Blank.**15. COVID-19 Vaccine Passport Prohibition**

Respondent 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 Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

16. Critical Infrastructure Affirmation and Subcontracts

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure.

Pursuant to Section 113.002 of the Business and Commercial Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically

allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the TJJD before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

17. Cybersecurity Training

Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

18. Damage to Government Property

Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Respondent shall notify the TJJD in writing of any such damage within one (1) calendar day. Respondent 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, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Respondent 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 Response.

21. Debts and Delinquencies Affirmation

Respondent 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), Respondent 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.

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24. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time 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) Service provider 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, Service provider 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 Service provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service provider's proprietary information is embedded within TJJD data. Service provider should also provide TJJD with their proprietary data in the same format and structure as used in Service provider's system before Contract Termination. If Service provider is unwilling to provide data in the same format and structure, then Service provider 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 Service provider access to its shared servers so Service provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service provider 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 provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

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27. Drug-Free Workplace

Respondent 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

Respondent certifies that for contracts for services, Respondent 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 Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

Respondent shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Respondent is enrolled in E-Verify. Respondent shall provide, upon written request by the 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 Respondent employee, subcontractor, and subcontractor employee that meets the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Respondent has violated the certifications set forth in this provision, then (1) Respondent 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, Respondent shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

29. Energy Company Boycotts

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent 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, 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 boycott certification in its Response.

31. Equal Employment Opportunity

Respondent 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

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.

33. Excluded Parties

Respondent 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, Respondent 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 the TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Respondent 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. Respondent 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, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid [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.

38. Fingerprinting and Background Check (Required for entering Correctional Facility)

A. Respondent shall:

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for 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 Respondent 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 Respondent employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker 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. Notify TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJJ youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJJ's Director of Human Resources.

B. TJJJ Approval

TJJJ will approve or deny any Respondent employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJJ policies and procedures. TJJJ'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 Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent 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 Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

40. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJJ 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 it is not ineligible to receive the contract.

41. Former Agency Employees

Respondent 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 TJJJ during the twelve (12) month period immediately prior to the date of execution of the contract.

42. Franchise Taxes

Section 1: Respondent certifies that should Respondent be subject to payment of Texas franchise taxes; all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJJ or other sanctions may be exercised.

Section 2: If Respondent is exempt from payment of Texas franchise taxes, Respondent shall so indicate by attachment to this contract.

Section 3: If Respondent's payment of Texas franchise taxes becomes delinquent during the term of this contract, Respondent will notify TJJJ 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 TJJJ, this contract may be terminated at the option of TJJJ or other sanctions may be exercised under the provisions of this contract.

43. 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 TJJJ.

44. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid [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.

45. Intentionally Left Blank**46. Indemnification (General)**

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, 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 SERVICE PROVIDER 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 SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

47. Intentionally Left Blank**48. Independent Contractor - Relationship of the Parties**

Respondent and Respondent's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Respondent nor TJJJ is an agent of the other and neither may make any commitments on the other party's behalf. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), TJJJ 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 TJJJ 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 TJJJ.

49. Insurance

Section 1: Respondent shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Respondent's care, custody, or control.

Section 2: Respondent shall provide the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

50. Legal and Regulatory Action

Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent 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 Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJJ's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it 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 Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJJ's consideration of the Response. In addition, Respondent represents and warrants that it shall notify TJJJ 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.

51. Limitation on Authority

Respondent 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. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

52. Lobbying Prohibition

Respondent represents and warrants that TJJD's payments to Respondent and Respondent'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.

53. Media Releases

Respondent 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. Respondent 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.

54. No Conflicts of Interest

Respondent 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. Respondent 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, Respondent shall promptly notify TJJD.

55. 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.

56. No Quantity Guarantees

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

57. 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.

58. Notice

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Respondent at the address indicated on page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

59. Notice of Changes

Section 1: Respondent shall notify TJJD immediately in writing in advance of any significant change affecting Respondent, including, but not limited to, change of Respondent'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.

Section 2: Respondent shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

Section 3: Respondent shall not relocate the services provided under this contract from the location stated in the preamble, 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

Respondent 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 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.

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.

63. Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent 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.

64. Problem Solving in the Ordinary Course of Business

Section 1: The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

Section 2: Informal Resolution: Respondent and TJJD staff will communicate regularly and engage in informal problem-solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Respondent and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

a. Respondent or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).

b. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.

c. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

Section 4: Appeal: Respondent or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem

shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJJ's Office of General Counsel.

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67. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Respondent 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 TJJJ involving Respondent 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.

68. Restriction on Possession of Weapons

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

69. Sanctions

Section 1: In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, TJJJ, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- a. Requiring Respondent to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recouping payment made to Respondent; and/or
- c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
- e. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

Section 2: Respondent shall fully cooperate with TJJJ and its authorized representatives in carrying out corrective action plans.

70. 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.

71. Signature Authority

By submitting the Response, Respondent 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 Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

72. Sovereign Immunity

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

73. Specifications

Respondent shall provide services in accordance with the specifications contained in this contract. TJJJ 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 TJJJ prior approval. TJJJ will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Respondent.

74. Intentionally Left Blank**75. State Auditor's and TJJJ'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 Service Provider 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, Service Provider 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.

Service Provider 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.

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

76. Subcontractors

Respondent may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the TJJJ. Subcontracts, if any, entered into by the Respondent shall be in writing and be subject to the requirements of the contract. Should

Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), TJJJ is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

77. Survival

Expiration or termination of the contract for any reason does not release Respondent 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.

78. Suspension and Debarment

Respondent 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.

79. 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 TJJJ. Respondent 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 Respondent or its employees. TJJJ shall not be liable for any taxes resulting from the contract.

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82. Termination

Section 1: Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJJ.

Section 2: TJJJ may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJJ terminates early. Upon termination under this provision, Service Provider shall refund to TJJJ any amounts attributable to the terminated months within thirty (30) days of the termination.

Section 3: TJJJ shall terminate this contract in the event that TJJJ 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.

Section 4: Cause/Default/Breach: If Service Provider 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, TJJJ may, upon written notice of default or breach to Service Provider, 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. TJJJ 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 TJJJ notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJJ with respect to the enforcement of any of the remedies listed herein.

83. 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.

84. Texas Bidder Affirmation

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

85. Unfair Business Practices

Respondent 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 Respondent has not been found to be liable for such practices in such proceedings. Respondent 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.

86. Use of Contract by Local and State Agencies

The contract shall be available for use by all local governments and state agencies also known as "Customer," **provided** there are no conflicts with any applicable statutes, rules, policies, or procedures.

The contract was competitively solicited, negotiated and awarded or directly awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local governments may use the prices shown in the contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service provider. The state agency's or local government's contract shall reference the TJJD's contract number and be sent directly to the Service provider.

The terms and conditions set forth herein shall govern all transactions by Customers under the contract. Customers shall not have the authority to modify the terms of the contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Service provider shall furnish a copy of such better offerings to the TJJD. Any savings or rate reductions offered to the other local governments and state agencies as a result of those local governments and state agencies using the contract will be offered to the TJJD. The TJJD shall have the right to modify the original contract to reflect those cost savings and rate reductions. No additional term or condition of a contract issued by a Customer can modify a term or condition of the contract, unless approval is obtained from the TJJD. In the event of a conflict between a Customer's purchase order and the contract, the contract shall prevail.

The Service provider shall provide services as per the requirements, terms, and conditions of the established contract. The Customer may not deviate from the material requirements of the contract, as Service provider is not obligated to perform other than as stated within the contract, unless a change is approved by the TJJD. The Customer shall use the contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request services directly from Service provider. The Customer shall receive and reconcile invoices and client participation reports independent from the TJJD. The Customer shall work directly with the Service provider in resolving all issues, including litigation, as they relate to services performed under their contract with Service provider. The Customer shall be billed directly by the Service provider and make monthly payments from local funds as per the rates in this contract. The TJJD shall have no obligation to pay Service provider for monies the Customer may owe Service provider."

The Customer agrees to indemnify and hold the TJJD harmless from any and all of the

following whether the same be actual or alleged: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability, and expense (including attorneys' fees) howsoever arising or incurred as a result of the contract, including, but not limited to, damages or injuries or death to persons, or injury to or destruction of property.

Exhibit D

TJJD Education: GED Primary Contact List / Testers

Name	Email Address	Phone Number	Facility	Principal
Araceli Sanchez	araceli.sanchez@tjjd.texas.gov	956-289-5565	Evins Regional Juvenile Center - Lone Star High School South	Steve Van Nest
Chris Lopez	Chris.Lopez@tjjd.texas.gov	956-289-5500		
Melanie Gotlieb (Counselor)	Melanie.Gotlieb@tjjd.texas.gov	940-665-0701 x230	Gainesville State School - Lone Star High School North	Eric LeJeune
Irene D. Holmes (non-teacher)	Irene.Holmes@tjjd.texas.gov	940-665-0701		
Amie Field (adding back in)	amie.fiel@tjjd.texas.gov	940-665-0701		
Destany Carter	Destany.Carter@tjjd.texas.gov	979-542-4500	Giddings State School - Lone Star High School Southeast	Garry Blasig
Kellie Bretz	kellie.bretz@tjjd.texas.gov	979-542-4500		
Joy Rogerson	joy.rogerson@tjjd.texas.gov	254-297-5717	McLennan County State JCF - Lone Star High School Central	Craig Taylor
Moshae Fobbs (Counselor)	Moshae.L.Fobbs@tjjd.texas.gov	254-297-8200		
Cheri Zacharias (Counselor)	cheri.zacharias@tjjd.texas.gov	254-297-5752		
Ta'ah Loven	Taah.Loven@tjjd.texas.gov	325-641-4523	Ron Jackson State Juvenile Correctional Complex - Lone Star	Helen Spearman
Johanna Lara	Johanna.Lara@tjjd.texas.gov	325-641-4200		

Color Codes

PRIMARY GED tester

Backup tester

RED PRINT - New Person

updated 04/14/25