

STATE OF TEXAS

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COUNTY OF TRAVIS

AMENDMENT 3 TO CONTRACT NUMBER CON0000311

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Consolidated Telecom, Inc. (C-Tel)**, [REDACTED] hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of Youth Residential Telephone Services for the period of **September 1, 2013**, through **August 31, 2019**. This contract is identified as Contract Number **CON0000311**.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this Amendment.

Both parties hereto agree to be bound by the terms of the existing contract and amendments, subject to the following changes:

1. TJJD is hereby extending the current contract term through **November 30, 2019**.
2. Section I. Service Provider, sixth paragraph, is deleted and replaced in its entirety with the following:

"The total contract amount for the extension period **September 1, 2019, through November 30, 2019**, shall not exceed **\$57,500.00**."
3. The contract is amended as follows under section III. Certifications:
 - a. Articles 16, 19, 23, and 24 are revised as follows:

"ARTICLE 16: SUSPENSION AND DEBARMENT

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

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ARTICLE 19: PRIOR DISASTER RELIEF CONTRACT VIOLATION

Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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 Service Provider 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

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ARTICLE 23: ENTITIES THAT BOYCOTT ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

ARTICLE 24: 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. Service Provider certifies that it is not ineligible to receive the contract."

- b. Article 25 is added:

"ARTICLE 25: EXCLUDED PARTIES

Service Provider 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."

4. The contract is amended as follows under section IV. General Provisions:

- a. Articles 12, 14, and 55 are revised as follows:

"ARTICLE 12: 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.

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ARTICLE 14: 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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ARTICLE 55: E-VERIFY PROGRAM

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

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJJ 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 TJJJ under the contract, Service Provider shall be responsible for all costs incurred by TJJJ to obtain substitute services to replace the terminated contract."

- b. Article 26 is added:

"ARTICLE 26: PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider 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. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML."

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

For the Texas Juvenile Justice Department:



Camille Cain, Executive Director

8/30/19

Date

For Service Provider:



Jerome Jacobs vice-president 9-3-2019

Signature

Printed Name

Title

Date

Approved as to form:



TJJJ Attorney

8/20/19

Date