Texas Juvenile Justice Department

Business Unit # 64400
Purchase Order # 25-0000190
Purchase Order Change Notice (# 1)

Payment Terms:	Freight Terms:	Ship Via:	PCC:	PO Date:	PO End Date:	PO Method:	Dispatch:	Rev Dt:
NET30	FOB Destination	US MAIL	C	09/01/2024		DG	Dispatch Via Email	02/28/2025

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: HILAND DAIRY
PO BOX 842722
KANSAS CITY MO 64184-2722
United States

Ship To: 24.GNS - Gainesville Delivery Locati
1379 FM 678
Gainesville TX 76240
United States

Ship To Attention: James D Whittington

Bill To: Gainesville State Juvenile Correctional Facility
1379 FM 678
Gainesville TX 76240
United States

Vendor ID: 1431180401 8 000

Purchaser: Norma J Ramos
Phone:
Fax:

Bill To Fax:

Email: Norma.Ramos@tjjd.texas.gov

Bill To Email: GNSinvoice@tjjd.texas.gov

PO Information:
GNS- FY25 Chocolate Milk/Ice cream deliveries scheduled from 9/1/24 thru 8/31/2025.
Managed/Term contract # 380-M1 R
Requested by Cassie Moreland
PO Payment Purpose only
Additional money needed on milk PO25-0000190

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	GNS FY 25 Chocolate Milk/Ice cream 9/1/24 thru 8/31/2025. Managed/Term contract # 380-M1 Term requested by Cassie Moreland PO Payment Purpose only	26000	380/75	1.0000	LOT	$20,000.00000	$20,000.00	08/08/2024

Schedule Total $20,000.00

ReqID:
REQ0104630

Item Total for Line # 1 $20,000.00

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	**Additional money needed for milk on PO# 25-0000190**	26000	380/75	**1.0000**	**LOT**	**$9,000.00000**	**$9,000.00**	**02/28/2025**

Schedule Total $9,000.00

ReqID:
REQ0110249

Item Total for Line # 2 $9,000.00

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Total PO Amount	$29,000.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

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Purchase Order Terms and Conditions
Any vendor-furnished terms and conditions attached to a bid, quote, or purchase order (PO) will not be considered, unless specifically referred to in the PO. Vendor-furnished terms and conditions may result in disqualification of their bid and rescinding of the PO. These terms and conditions, which become a part of any PO issued by TJJD, will supersede a vendors terms and conditions unless otherwise mutually agreed to in writing and referred to in the PO.

1. Vendor Affirmation. Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case, a vendor shall be removed from all bid lists. By accepting this PO, the vendor hereby certifies that:

a. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

b. Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the federal antitrust laws (see section 22, below), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

c. Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.

d. Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.

e. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

f. 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.

g. Vendor agrees that any payments due under this PO will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

h. Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive Name of State Agency

Date of Separation from State Agency Position with Vendor

Date of Employment with Vendor

i. Vendor agrees to comply with Section 2252.901, Government Code. If the vendor and/or any of its employees have been employed by TJJD within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO.

Name of Former Employee Date of separation from TJJD Date of employment with Proposed Vendor Position with Proposed Vendor

j. Pursuant to Section 2262.154, 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.

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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 States property for a period of seven 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 States 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 States property as requested by TJJD or the State of Texas. Vendors 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 vendors sole cost and expense, independent audits by a qualified certified public accounting firm of vendors books and records or the States 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, Government Code.

k. Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

l. Vendor 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 and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov/.

m. Vendor agrees to comply with Section 2155.4441, Government Code, relating to use of service contracts for products produced in the State of Texas.

n. Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

2. Subcontractors. Vendor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the agency. 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), agency 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.

3. Funding Out Clause. Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

4. Addition/Deletion. Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

5. Authorized Relief from Performance (Force Majeure). The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

6. Dispute Resolution. The dispute resolution process provided for in Chapter 2260, Government Code, shall be used by TJJD and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendors claim is governed by the published rules adopted by TJJD pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

7. Delivery. Vendor shall show number of days required to place material in receiving agencys designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

a. If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

b. No substitutions are permitted without written approval of TJJD.

c. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

8. Freight Charges FOB Point. All purchases shall be FOB destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or store door delivery) unless special PO instructions direct or permit otherwise.

9. Identification of Shipments. In addition to the complete destination address, each package must be clearly marked with the agency PO number as shown

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on the order. Each shipment must be accompanied by a packing slip referencing this information.

10. Inspection and Tests. All goods are subject to inspection and test by the agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part, may be, at the States option, returned to the vendor at vendors risk and expense or disposed of in accordance with SPD rules or State statutes. Latent defects may result in revocation of acceptance of any product.

11. Acceptance. Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the PO for damages, shortages, and compliance with the orders specifications. The agency shall inspect all shipments received against PO and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

12. Damage Assessment. If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

13. Acceptance of a PO. By accepting this PO, vendors accept the terms, conditions, and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed, and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Title 10, Subtitle D, Sections 2155.074, 2155.144, 2156.007, and 2157.003, Government Code, shall also be considered in awarding a PO.

14. Prices. Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

15. No Quantities Guarantees. TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this PO.

16. Damages for Failure to Perform. A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional POs until such damages have been paid or the matter has been otherwise resolved.

17. 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 the TJJD in writing of any such damage within one calendar day. Vendor is responsible for the removal of all debris resulting from work performed under the contract.

18. Payment. Invoices must be submitted to the receiving entity and must indicate the vendors Texas Payee Identification Number. Invoice must show the receiving entitys name, must correspond with the item(s) as numbered on the PO, shipment date of merchandise and applicable PO number and date of PO. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

19. Prompt Payment. Terms of payment shall be in accordance with Chapter 2251, Government Code.

20. Patents or Copyrights. The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

21. Vendor Assignments. Without the prior written consent of TJJD, vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

22. Anti-Trust. Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by vendor, or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Chapter 15, Business and Commerce Code, or federal antitrust laws; or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

23. Termination. TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days notice. TJJD may be responsible for the cost associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety, or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

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24. Severability. If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

25. Payments Owed to State. In accordance with Section 403.055(h), Government Code Ann., any payments owed to the vendor under this PO will be applied toward elimination of the vendors indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full. Vendor agrees that any payments due under this PO will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

26. Subcontracting Program (HUBs) Good Faith Effort. State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the state, see Title 10, Subtitle D, Chapter 2161, Government Code Ann. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds $100,000.00, vendor will be required to submit a HUB Subcontracting Plan demonstrating its good-faith effort in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

27. Recycled/Remanufactured/Environmentally Sensitive Products. State law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. Post-consumer means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of environmentally sensitive.

28. Material Safety Data Sheets. A vendor must provide, at no cost, at least one copy of any applicable manufacturers Material Safety Data Sheets (MSDSs). If OSHA or federal or state laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

29. Technology Access Clause. The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

a. providing equivalent access for effective use by both visual and nonvisual means;
b. presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
c. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance. In accordance with Section 2157.005, Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

30. Public Information Act. Information, documentation, and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552, Government Code (the Public Information Act).

31. Condition of Products. All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

32. Warranty. Manufacturers standard warranty shall apply unless otherwise stated.

33. Audits. Vendor understands that it and its subcontractors, by accepting funds directly or indirectly under this PO, are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262, Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a vendor 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. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject vendor to criminal penalties.

34. Vendor Performance. In compliance with the provisions of Title 10, Subtitle D, Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Government Code, and Title 1, Chapter 113.6, Administrative Code, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

35. Fingerprinting and Background Check.

a. Unless vendor is addressed in Section B below, vendor shall:

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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 TJJDs 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 worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJDs Director of Human Resources.

2. Notify TJJDs Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD 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 TJJDs Director of Human Resources.

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

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:

1. Vendor must provide sufficient information to allow TJJD to verify DFPS clearance; and
2. Vendor must notify TJJDs 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 worker in accordance with TJJD policies and procedures. TJJDs designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

36. Entities that Boycott Israel. Pursuant to Section 2270.002, Government Code, the service provider certifies that either (1) it meets an exemption criterion under Section 2270.002; or (2) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by Section 808.001(1), Government Code.

37. Foreign Terrorist Organizations. TJJD complies with Section 2252.152, 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, Government Code. Vendors certify that they are not ineligible to receive a contract or PO.

38. Energy Company Boycott. Vendors are required to make a verification pursuant to Section 2274.002, Government Code, the vendor verifies that the vendor does not boycott energy companies and will not boycott energy companies during the term of the contract or PO. If vendor does not make that verification, the vendor must so indicate in its response and state why the verification is not required.

39. Americans with Disabilities Act and Equal Employment Opportunity. Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act and its implementing regulations, as each may be amended.

40. Compliance with the Prison Rape Elimination Act of 2003 (PREA). Vendor shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 USC 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 this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this PO.

41. COVID-19 Vaccine Passport Prohibition. Vendor certifies that it does not require its customers to provide any documentation certifying the customers COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the vendors business. Vendor acknowledges that such a vaccine or recovery requirement would make vendor ineligible for a state-funded contract.

42. 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.

43. Confidentiality and Security.

a. Vendor agrees that all of its employees, contractors, subcontractors, 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 student records and identifying information.

b. Vendor agrees that all information regarding TJJD 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 TJJD.

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c. Vendors employees, contractors, 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 youths parent, guardian, or managing conservator.

44. Critical Infrastructure Affirmation and Subcontracts. Pursuant to Section 2274.0102, Government Code, vendor certifies that neither it nor its parent company, nor any affiliate of vendor 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 Section 2274.0103, Government Code, 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, Business and Commercial Code, vendor 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, Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (1) 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 (2) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Vendor will notify the agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001, Business and Commerce Code, in this state.

45. Cybersecurity Training. Vendor represents and warrants that it will comply with the requirements of Section 2054.5192, Government Code, relating to cybersecurity training and required verification of completion of the training program.

46. Dealings with Public Servants Affirmation. Pursuant to Section 2155.003, 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.

47. Disaster Recovery Plan. In accordance with Chapter 13, Section 6.94(a)(9), Administrative Code, 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.

48. E-Verify Program. Vendor certifies that for contracts for services, vendor shall utilize the US Department of Homeland Securitys E-Verify system (E-Verify) during the term of the contract to determine the eligibility of all persons employed by vendor to perform duties within Texas and all persons, including subcontractors, assigned by vendor to perform work pursuant to the contract within the US.

Vendor shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that vendor is enrolled in E-Verify.

Vendor 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 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.

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

50. 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 US Department of the Treasury, Office of Foreign Assets Control.

51. Firearm Entities and Trade Association Discrimination. Applies only to a contract that (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

If vendor is required to make a verification pursuant to Section 2274.002, 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.

52. 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.

53. Franchise Taxes. Vendor certifies that, should vendor 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 TJJD or other sanctions may be exercised.

a. If vendor is exempt from payment of Texas franchise taxes, vendor shall so indicate by attachment to this contract.
b. If vendors 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 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

54. Governing Law and Venue. The PO 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.

55. Human Trafficking Prohibition. Under Section 2155.0061, Government Code, the vendor 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.

56. Media Releases. Vendor shall not use TJJDs name, logo, or other likeness in any press release, marketing material, or other announcement without TJJDs 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 TJJDs prior written consent, and then only in accordance with explicit written instructions from TJJD.

57. 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.

58. 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 Section 46.01, Penal Code, 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, Government Code. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in vendors care.

59. 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.

60. Television Equipment Recycling Program. Vendor certifies its compliance with Subchapter Z, Chapter 361, Health and Safety Code, related to the Television Equipment Recycling Program.

61. Buy Texas Affirmation. In accordance with Section 2155.4441, Government Code, 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.

62. Cloud Computing State Risk and Authorization Management Program (TxRAMP). Pursuant to Section 2054.0593(d)-(f), Government Code, relating to cloud computing state risk and authorization management program, 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.

63. Data Management and Security Controls. In accordance with Section 2054.138, 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 the agency as evidence of vendors compliance with the required controls.

64. Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

65. 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.

66. 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;
c. Owned by the government of a country on the US Department of Commerces foreign adversaries list under 15 CFR Section 791.4; or
d. Controlled by any governing or regulatory body located in a country on the US Department of Commerces foreign adversaries list under 15 CFR Section 791.4.

Authorized Signature

02/28/2025

Authorized Signature

02/28/2025