

**REQUEST FOR OFFER**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**CONTRACTS AND PROCUREMENT**



IF NOT RESPONDING TO OFFER  
DO NOT RETURN THIS FORM.

**ISSUE DATE:**  
**RFO NO.**  
**RFO OPENING 3 P.M.**  
**PURCHASER:**  
**PHONE:**

AUGUST 19, 2019  
 IT970058  
 SEPTEMBER 02, 2019  
 ANDREWS, JASON  
 936-437-7116

AGENCY TO INVOICE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
 ACCOUNTS PAYABLE  
 P.O. BOX 4018  
 HUNTSVILLE, TX 77342-4018

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

SEE BELOW

**IF OFFERING**  
 Each offer must be placed in a separate envelope with RFO opening date, RFO number, and purchaser name annotated immediately below return address on SEALED ENVELOPE

▼ FAILURE TO SIGN WILL DISQUALIFY OFFER ▼

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 PRINT NAME OF BIDDER

**IF OFFERING, RETURN SEALED OFFER TO:**  
 TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
 CONTRACTS AND PROCUREMENT DEPARTMENT  
 TWO FINANCIAL PLAZA, STE. 525  
 HUNTSVILLE, TEXAS 77340

▼ VENDOR ADDRESS AND IDENTIFICATION NUMBER ▼

VENDOR ID NUMBER  
See Other Requirements for Vendor ID Number and Usage

**Offeror Must Fill In**

Name of Firm \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

- By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualifies as a Texas Offeror as defined in Section 2155.444(c) of the Texas Government Code.
- Offeror agrees to comply with all terms and conditions below and on attached pages.

- DELIVERY IN \_\_\_ DAYS, CASH DISCOUNT \_\_\_% \_\_\_ DAYS OR NET 30  
 Check below if preference claimed under 36 TAC Rule 20.306
- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agriculture products produced or grown in TX
- Agriculture products and services offered by TX bidders
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas vegetation native to the region
- USA produced supplies, materials, equipment or agricultural products
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials (including recycled steel)
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located or formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or reused computer equipment or other manufacturers
- Foods of higher nutritional value (for consumption in a public cafeteria only)
- Commercial production company or advertising agency located in Texas

**QUOTE F.O.B. DESTINATION PREPAID AND ALLOWED**

THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ) IS CURRENTLY SEEKING OFFERS TO ESTABLISH A BLANKET PURCHASE ORDER (BPO) FOR THE PROCUREMENT OF COMPUTER TERMINALS FOR THE INFORMATION TECHNOLOGY DIVISION. IN ACCORDANCE WITH THE SPECIFICATIONS AND TERMS AND CONDITIONS INCLUDED HEREIN.

THE TERM OF SUCH BPO WILL BE UPON AWARD THROUGH

CONTINUED ON NEXT PAGE

Offer Opening Date: 3 P.M. SEPTEMBER 02, 2019

Offer Number: IT971058

OFFEROR MUST FILL IN



Name of Offeror: \_\_\_\_\_

AUGUST 31, 2020, WITH AN OPTION TO RENEW FOR TWO (2), ONE (1)  
YEAR PERIODS.

IF RENEWED, EACH RENEWAL SHALL EXPIRE ON AUGUST 31ST OF THE  
RENEWAL PERIOD. THE RENEWAL, IF EXERCISED, SHALL BE AT THE  
EXCLUSIVE OPTION OF THE AGENCY. ANY RENEWAL WILL BE UNDER THE SAME  
TERMS AND CONDITIONS AS THE ORIGINAL ORDER, TO INCLUDE ANY AMENDMENTS.

RENEWAL PERIODS, IF EXERCISED:

SEPTEMBER 1, 2020 - AUGUST 31, 2021

SEPTEMBER 1, 2021 - AUGUST 31, 2022

ESTIMATED QUANTITIES:

THE QUANTITIES INDICATED HERE ARE ESTIMATES ONLY AND SHALL NOT BE  
CONSTRUED AS A MINIMUM OR MAXIMUM THAT THE AGENCY MAY ORDER. ORDERS  
WILL BE PLACED ON AN "AS NEEDED BASIS". ANY QUANTITIES NOT ORDERED OR  
NOT DELIVERED BY AUGUST 31ST OF EACH CONTRACT YEAR WILL AUTOMATICALLY  
BE CANCELLED.

THE TDCJ RESERVES THE RIGHT TO INCREASE/DECREASE THIS ORDER, INCLUDING  
ANY EXTENSION OPTIONS, AS DETERMINED TO BE IN THE BEST INTEREST OF THE  
STATE.

THE TDCJ RESERVES THE RIGHT TO INCREASE, DECREASE, CHANGE, OR CANCEL  
THIS ORDER VIA PURCHASE ORDER CHANGE NOTICE (POCN).

THE TDCJ RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITHOUT CAUSE WITH  
THIRTY (30) DAYS WRITTEN NOTICE TO THE VENDOR.

THE TDCJ RESERVES THE RIGHT TO NEGOTIATE PRICES FOR EMERGING  
TECHNOLOGY DURING THE LIFE OF THIS ORDER.

THE MINIMUM CALL OUT WILL BE ONE (1) EACH.

ALL COMMUNICATIONS AND QUESTIONS CONCERNING THIS SOLICITATION,  
INCLUDING ANY OF A TECHNICAL NATURE, SHALL BE MADE IN WRITING TO  
PURCHASER REFERENCED ON THIS SOLICITATION. BIDDERS ARE SPECIFICALLY  
BARRED FROM MAKING CONTACT WITH ANY USER DEPARTMENT PERSONNEL INVOLVED  
IN THIS SOLICITATION FOR THE PURPOSE OF DISCUSSING THIS SOLICITATION.  
VIOLATION MAY RESULT IN BIDDER DISQUALIFICATION.

ALL DOCUMENTS REQUIRING TDCJ SIGNATURES INCLUDING, BUT NOT  
LIMITED TO, WARRANTIES, MAINTENANCE AGREEMENTS, LICENSE  
AGREEMENTS, AND SOFTWARE ACCESS AGREEMENTS, SHALL BE  
SUBMITTED WITH BIDS OR OFFERS. SUBMISSION AFTER AWARD  
MAY RESULT IN CANCELLATION OF AWARD OR REFUSAL TO SIGN.  
PARAGRAPH 19 OF THE TDCJ'S ATTACHED TERMS AND  
CONDITIONS SHALL REMAIN IN EFFECT.

CONTINUED ON NEXT PAGE

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
CONTRACTS AND PROCUREMENT DEPARTMENT  
TWO FINANCIAL PLAZA, STE. 525  
HUNTSVILLE, TX 77340

Continuation Page 5 of 5

Offer Opening Date: 3 P.M. SEPTEMBER 02, 2019

Offer Number: L1970058

OFFEROR MUST FILL IN



Name of Offeror: \_\_\_\_\_

ITEM	STOCK NUMBER	CONT	QUANTITY	U/N	UNIT PRICE	EXTENSIONS
1	204-95-200011		100.0000	EA		

COMPUTER LAB INTERNATIONAL AG6601H THIN CLIENT TERMINAL  
TERNPRO TERMINAL EMULATION, RDP, USB MOUSE, 3-YEAR RETURN-TO-DEPOT  
WARRANTY

ITEM# CLIAG6601HCA-E

\*MUST HAVE PRELOADED WITH WINDOWS CE OPERATING SYSTEM

\*MUST HAVE 2 USB 2.0 PORTS ON THE FRONT (MINIMUM)

\*MUST HAVE 2 USB 2.0 PORTS ON THE BACK (MINIMUM)

\*MUST HAVE AUDIO OUT CONNECTION

\*MUST HAVE PARALLEL PORT TO SUPPORT 3270 HAP (HOST ADDRESSABLE PRINTER)

\*MUST HAVE DVI-I VIDEO PORT

\*MUST HAVE DVI-D VIDEO PORT

\*MUST HAVE 10/100 ETHERNET PORT

\*MUST HAVE PRELOADED WITH BASIC 3270 EMULATION APPLICATION.

APPLICATION (3270) MUST BE FULLY FUNCTIONAL AND CONFIGURABLE.

\*MUST HAVE PRELOADED WITH BASIC 5250 EMULATION APPLICATION.

APPLICATION (5250) MUST BE FULLY FUNCTIONAL AND CONFIGURABLE.

\*MUST HAVE PRELOADED WITH A BASIC RDP (REMOTE DESKTOP PROTOCOL)

\*MUST HAVE WITH A REMOTE ADMINISTRATION (SNMP MANAGEMENT SOFTWARE)

SOFTWARE ALLOWING ACCESS TO THE THIN CLIENTS REMOTELY ALLOWING

TROUBLESHOOTING AND UPGRADES

DELIVER TO:

TDCJ

ITD MAINTENANCE DEPOT

1260 HWY 75 NORTH

HUNTSVILLE, TX 77320

FOR QUESTIONS OR INQUIRIES CONTACT:

JASON ANDREWS, CTPM ETCH

TDCJ CONTRACTS AND PROCUREMENT

TWO FINANCIAL PLAZA STE. 525

HUNTSVILLE, TX 77340

PH: 936-437-7116 FAX: 325-223-0310

EMAIL: JASON.ANDREWS@TDCJ.TEXAS.GOV

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
REQUEST FOR OFFER TERMS AND CONDITIONS**

TERMS BELOW APPLY TO AN RFO ONLY A PART OF OFFER.  
ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

<p><b>1. Offer Requirements:</b></p> <p>1. Offer must comply with all regulations and statutes relating to purchasing in the State of Texas in addition to the requirements set forth below.</p> <p>2. Offers should be submitted on a firm, official stamped price per unit (PPU) and prices shall govern in the event of any error on offer. The price per unit is a part of the offer, the quantity unit be referenced on the offer document, and agreed by the respondent to state a final bid price of the offer.</p> <p>3. Offer must be time stamped at the office designated in the solicitation notice before the hour and date specified for the offer opening. Any offer received at the designated location after the receipt time specified will not be considered unless TDCJ determines that it was properly addressed and in the possession of TDCJ prior to the specified time. It was due to mishandling by the agency.</p> <p align="center"><b>PLEASE PRINT</b></p> <p><b>PLEASE PRINT THE DETAILED OFFER WILL NOT BE ACCEPTED.</b></p> <p>14. Late offer and unopened offers will not be considered under any circumstances. Person signing offer must have the authority to bind the firm to a contract.</p> <p>15. Quote P&amp;H, destination, freight, packing and insured unless otherwise specified on the specifications.</p> <p>16. Offer prices are requested to be firm for TDCJ minimum 90 days from offer opening date. "Discount from list" offers are not acceptable unless requested. An offer to not carry any discount may be considered in making an award. Cash discounts offered will be taken if carried.</p> <p>17. Offer should be for Texas Identification Number System (TIN) number. The TIN is a unique and unique identifier on the face of the license plate in the space provided, if not shown. Additionally, the same should appear on each examination page of an offer, in the block provided in the upper right hand corner. The Texas ID Number is the primary identification number assigned and used by the Comptroller or Public Accounts of Texas to process payment for goods and services. It is a number six or seven places. <a href="http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf">http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf</a> to see the Texas Identification Number.</p> <p>Enter Federal Employer's Identification Number:</p> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> <p>In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of contract. For information on obtaining your EIN, call toll free 1-800-429-4952 or visit the following website: <a href="http://www.irs.gov/businesses/">http://www.irs.gov/businesses/</a></p> <p>18. Offers are not to be negotiable.</p> <p>19. Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Exemption Certificates are available upon request.</p> <p>20. Award Notice: The State reserves the right to make award on a best value determination.</p>											<p>low total of line items, or if any other circumstance will serve the best interests of the State and to reject any and all offer items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any offer, waive minor technicalities and award the offer to best serve the interests of the State. Any contract may also be extended by addition or deletion of items at the discretion of the State.</p> <p>2.11 Consistent and continuing the staffing conditions on a regular basis for all offers by the TDCJ and/or investigation for malicious activities.</p> <p><b>2. Specifications:</b></p> <p>2.1. Cables, front doors, or manufacturer's advice as to descriptive only and indicate type and quality desired. Offers for brands of like name and quality will be considered unless advertised at a separate purchase under Government Code, Title 0, Subtitle D, Sec 2071.053. In all other instances, a brand specification is offered, other than a manufacturer's brand, or trade name, and other description of product offered. Under the brand specified is offered, illustrations and complete description of product offered are requested to be a part of the offer. Failure to take exception to specifications or reference data will constitute a failure to furnish specific brand, make, number, etc.</p> <p>2.2. Unless otherwise specified, the material shall be new, unused, not refurbished, and of current production.</p> <p>2.3. A electrical item must meet all applicable OSHA standards and regulations, and for the appropriate listing from UL, FMRC or NEMA.</p> <p>2.4. Samples, when requested, must be furnished free of expense to the State. If not destroyed or reworked, they will be returned to the respondent, at request of respondent's expense. Each sample should be marked with respondent's name and address, and the number of unit to allow for a return offer to sample.</p> <p>2.5. Any offer contains a representative of a firm, the State authority to the written restrictions of the Request for Offer (RFO).</p> <p>2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the RFO.</p> <p><b>3. Tie Offers:</b></p> <p>Award will be made in accordance with 34 FAC 66.04 20.007 (a) (2) and 20.005 (preference).</p> <p><b>4. Delivery:</b></p> <p>4.1. If not item or a date required to state more in the RFO's necessary location under number in list only. Delivery days - calendar days, unless otherwise specified. Delivery to state delivery - obligations as specified in delivery in 14 calendar days. Load and delivery practices may cause offer to be delayed.</p> <p>4.2. If not as is otherwise, vendor shall give written notice to the TDCJ. Vendor must keep the TDCJ advised at all times of status of order. Default in packaged delivery, failure, reserved, or not delivered to most specifications authorizes the TDCJ to purchase the goods and services of this RFO elsewhere and charge any increase in cost to the offeror.</p>	<p>goods and services, including the cost of reworking, to the respondent.</p> <p>4.3. No substitution permitted without written approval of the TDCJ Contract and Procurement Department.</p> <p>4.4. Delivery of all items during normal working hours only, unless prior approval has been obtained from the TDCJ.</p> <p><b>5. Inspection And Tests:</b></p> <p>All goods will be subject to inspection and testing by the State. Authorized TDCJ personnel shall have access to supplier's place of business for the purpose of inspecting the goods. Such shall be performed by samples requested with the offer or on samples taken from regular shipment. All such activities shall be carried out in the event of notices issued to meet or exceed all conditions and requirements of the specifications, items delivered or rejected, in whole or in part, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Default details may result in reversion of shipment.</p> <p><b>6. Award of Contract:</b></p> <p>6.1. A response to this RFO is an offer to contract "fixed price" for the terms and conditions and specifications contained herein. Offers to not become contracts until they are awarded through a purchase order. The contract shall be awarded, continued and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Rules of the Texas Government Code, Title 0, Subtitle D, Section 2071.003, 2071.074 and Section 2071.007 shall also be considered in making an award when specified. Any legal actions must be filed in Tarrant County, Texas.</p> <p>6.2. The TDCJ award policy shall consist of, but not be limited to, the following items in contract, but not necessarily in order of importance:</p> <ul style="list-style-type: none"> <li>A. Price;</li> <li>B. Offeror's previous record of performance and service;</li> <li>C. Quality and conformance to specifications;</li> <li>D. Any other bid value referenced in contract.</li> </ul> <p><b>7. Advertising of Award:</b></p> <p>The awarded vendor agrees not to refer to awards to commercial advertising in such a manner as to constitute that the award of contract process was flawed or preferred by the TDCJ or is considered by the TDCJ as inappropriate to the products or services.</p> <p><b>8. Payment:</b></p> <p>Payment shall be made thirty calendar days after the date of (1) date of an invoice that is not in dispute; (2) the date goods are received; and (3) the date services are completed. Refer to Texas Government Code, Chapter 225.</p> <p><b>9. Right to Offer:</b></p> <p>In the event TDCJ determines that vendor owes money to TDCJ under any contract or purchase order, TDCJ, upon awarding vendor with written notice of intent to offset, shall have the right to withhold funds due vendor with respect to its purchase order or will offset to any contract or purchase order with TDCJ and apply such amount to the money due TDCJ.</p>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
REQUEST FOR OFFER TERMS AND CONDITIONS  
ITEMS BELOW APPLY TO AND BECOME A PART OF OFFER.  
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

<p><b>10. Vendor Maintenance (Direct Deposit) and Subedirect W-9 Form (Electronic Funds Transfer):</b></p> <p>Government Code 463.010 (c) (3) encourages state agencies to transmit payments to vendors through direct deposit. To set up direct deposit, you must first set up your account number. To set up your account number, agency Accounts Payable Branch at (536) 417-5761 or (536) 457-6557. Reg. allows us to either Direct Deposit or chosen, this awarded vendor shall submit a completed Vendor Maintenance Direct Deposit and Subedirect W-9 form to TXDC Accounts Payable. Vendors who have already submitted a form for another state purchase order are not required to submit a form. The form and instructions are found at the following link on the TXDC website: <a href="http://www.tdcj.texas.gov/divisions/bidirect_west_west_ag.html">http://www.tdcj.texas.gov/divisions/bidirect_west_west_ag.html</a>. To send for address of fiscal or direct deposit funds similar to your usual, please contact the number listed above. Payment information may be obtained by calling the Comptroller of Public Accounts at (512) 531-5441, ext. 34660 or at Austin, Texas, ext. (512) 531-2856, or to receive via fax, call (512) 531-5441 or visit the Internet at <a href="https://tax.cpa.state.tx.us/fm/payment/index.php">https://tax.cpa.state.tx.us/fm/payment/index.php</a>. Vendors may select Option 2 (if not required) and enter their vendor identification number and 098 for the agency number.</p>	<p>6. Invoices must be sent to Accounts Payable, P.O. Box 4015, Houston, TX 77042-4015. Invoices should be emailed to <a href="mailto:ap@tdcj.texas.gov">ap@tdcj.texas.gov</a>.</p> <p>7. Disinvoiced invoices may be mailed to <a href="mailto:ap@tdcj.texas.gov">ap@tdcj.texas.gov</a>.</p> <p>8. Allow separate invoices for each purchase order.</p>	<p>service by Customer then shall in conformity with the terms of any applicable license agreement.</p> <p>10. If Vendor becomes estate of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunctive against the claim, shall), at Vendor's sole option, or cause it to procure, in the Customer's right to continue to use the affected portion of a product or service, until it finally resolves the claim, portion of the product or service with successful resolution, or superior process or process as the Customer may determine.</p> <p>12.3 The entire agreement, terms, conditions and provisions of paragraphs 12.1, and 12.2, shall survive termination of this purchase order.</p>
<p><b>11. Shipping and Invoice Instructions:</b></p> <p>Failure to follow these shipping and invoice instructions may result in material being rejected at the receiving dock and returned to the vendor without notice.</p> <p><b>Shipping Instructions:</b></p> <ol style="list-style-type: none"> <li>1. Ensure item(s) is sent to the correct unit/department within the TXDC as listed in the purchase order.</li> <li>2. Do not overwrap. Overwrap shall be minimal at the vendor's expense. Mark items are of undetermined quantity with "sand" or gravel.</li> <li>3. Ship individual line items separately.</li> <li>4. Each package shipped shall have a purchase order number on the invoice, was a purchase order number on the purchase order. If items are shipped without a purchase order, they will be returned to the vendor at vendor's expense.</li> <li>5. Include a mark purchase information on all packaging slips, cartons, packages, bundles, etc.</li> </ol> <p><b>Invoicing Instructions:</b></p> <ol style="list-style-type: none"> <li>1. The invoice must be identical with the description, unit price, and all necessary details exactly as stated on the purchase order.</li> <li>2. Only items listed on the purchase order may be included and paid for by the TDCJ.</li> <li>3. Any change to a purchase order are only valid upon receipt of a purchase order change notice (POCN) from the authorized purchaser.</li> <li>4. Invoices must reference the purchase order number. Only one purchase order number on an invoice. If a purchase order number always begins with an "E", see note 13.2001121.</li> <li>5. Vendor must supply a valid state identification number (PIN) on each invoice.</li> </ol>	<p><b>12. Indemnification</b></p> <p><b>12.1 Assurances/Indemnity</b></p> <p>Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNERS FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the 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 COLLECTIVELY BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCUSSION FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FORNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.</p> <p><b>12.2 Infringements</b></p> <p>6. Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNERS, and/or a third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual property and/or a service mark in any section with the PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FORNISH TIMELY WRITEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE RESPONSIBLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCUSSION FROM THE OFFICE OF THE ATTORNEY GENERAL.</p> <p>7. Vendor shall have no liability under this contract if a third party legal infringement is caused in whole or in part by (1) use of the product or service for a purpose or in a manner for which a product or service was not designed, (2) any modification made to the product without Vendor's written approval, (3) any modifications made to the product by the Vendor pursuant to Customer's explicit instructions, (4) any intellectual property right owned by or licensed to Customer or by any use of the product or</p>	<p><b>13. Vendor Assignments:</b></p> <p>Vendor hereby agrees to TXDC to you and all assigns to, or assigns to you, all rights and obligations associated with this contract. Using under the authority of the Uniform Gifts to Minors Act, Section 1, Article 11-99, and the uniform laws of the State of Texas, Title, Trusts &amp; Gifts Code Act, Sec. 15.01, Article 1, 1987.</p> <p><b>14. Recycled Products:</b></p> <p>Any product(s) being offered on this solicitation must be recycled material, with no post-consumer or pre-consumer, or is a product that has been remanufactured, rebuilt, or otherwise repaired to like new condition, shall be indicated so such on the appropriate line items on the purchase order and contract or as manufactured goods.</p> <p><b>15. Material Safety Data Sheets:</b></p> <p>When applicable, Material Safety Data Sheets are to be provided with each shipment.</p> <p><b>16. Electronic and Information Resources Accessibility Standards, as required by TAC Chapter 211:</b></p> <p>16.1 State agencies shall procure products which comply with the State of Texas Accessibility Requirements for Electronic and Information Resources and that TAC Chapter 211 when such products are available to the commercial marketplace or when such products are developed in response to a procurement solicitation.</p> <p>16.2 Vendor shall provide the TXDC with the URL to its Voluntary Product Accessibility Template (VPAT) for compliance compliance with the State of Texas Accessibility requirements based on the standards and established under Section 205 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Brand" (<a href="http://www.buyaccessible.gov">http://www.buyaccessible.gov</a>). Vendor must list with the "Buy Accessible Brand" or supplying a URL to the VPAT must provide the TXDC with a report that addresses the same accessibility criteria in substantially the same format. A link to information regarding the</p>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
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"Buy America/Wash" is a link to a copy of the VPAI is located at <http://www.section508.gov/>

**17. E-Verify System**

The TDCJ will require the following as a condition of all service contracts:

By entering into this Contract, the Contractor certifies and coveers that the following will continue to utilize the services of the Contract with the Texas Department of Criminal Justice's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract, and
2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of the TDCJ, an electronic copy of the verification number for each individual in the database (contract/contractor) screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that the process is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and, at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-qualification that the state must undertake to replace the terminated Contract.

**18. Respondent Affirmation:**

Entering this offer with a false statement is a material breach of contract and shall void the eligibility of any person on contracts, and the respondent shall be removed from a R.F.O.'s database hereon and will be independent liability entities that:

18.1 Suspension, Debarment, and Terrorism Waiver and Certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar eligibility determined by any federal, state or local governmental entity and that respondent is in compliance with the State of Texas statutes and rules relating to procurement and that respondent is not listed on the Federal Government's "excluded" Watch List as described in Executive Order 12251, unless ineligible for federal procurement, as listed at <https://www.sam.gov>.

18.2 The respondent has not given, offers to give, nor intends to give at any time hereof any economic advantage, favor, or consideration, gift, loan, gratuity, special treatment, preference, or service to a public servant in connection with the contract at issue.

18.3 Neither the respondent, nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated or will not laws of the State or the Federal Antitrust Laws (see section 15, thereof) or any municipal statute in directly the offer made to any competitor or any other person engaged in such line of business.

18.4 Pursuant to Section 2155.004, Government Code, neither the respondent nor any person or entity which it participates therein by any contract resulting from this RFO has received compensation for participation in the preparation of the qualifications for this RFO. Under Section 2155.004, Government Code, the respondent certifies that the individual or business entity named in this offer or contract is not ineligible to receive the specific contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person entity from making a state contract if they received compensation for participating in preparing the qualification or qualification list for a contract.

18.5 Pursuant to Section 211.006(d), Family Code, the offeror shall certify and certifies that the individual or business entity named in this offer is not ineligible to receive the specific payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Further, any respondent subject to Section 211.005 must include names and Social Security numbers of each person with at least 10% ownership of the business entity submitting the offer. Last Name & Social Security Number for each person, listed in numerical order as provided prior to contract award.

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act, Texas Family Code Section 211.006 requires a notice in application for a contract, grant, or loan paid from state funds to include respondent's 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, limiting the bid or application. The Social Security numbers will be kept confidential and only disclosed in accordance with Texas Family Code Section 211.002.

18.6 Sections 2155.005 and 2061.013, Government Code, prohibit state agencies from making contracts to any person who, at the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving public or private funds, infrastructure failure, or any other disaster, as defined by Section 418.074, Government Code, including after September 24, 2005. Under Section 215.005, Government Code, the

respondent certifies that the individual or business entity named in this offer or contract is not ineligible to receive the specific contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect.

18.7 The respondent shall indemnify and hold the Department, the Texas Board of Criminal Justice, the State of Texas and its officers, agents and employees harmless from the State's losses from and against:

A. Any and all claims arising from the contract, management or performance of the contract by contractor, its agents, subcontractors or employees, including, without limitation, any and all claims arising from:

1. Any breach or default on the part of the contractor or in the performance of any provision of agreement or contract to be performed, pursuant to the terms of this contract;

2. Any act or negligence of the contractor or any of its agents, subcontractors, servants, employees or licensees;

3. Any amount, injury or damage whatsoever caused to any person, firm or corporation;

D. All costs, reasonable attorney's fees, expenses and liabilities incurred or alleged and any such claim, amount or proceeding brought thereon.

Nothing herein is intended to deprive the contractor of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws regarding defenses for this. By entering into this contract, the State does not waive its right of recoupment, set-off, or credits the contractor waives any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by claims or judgments of the State or its respective agents, subcontractors, employees or licensees contributed to or in the form of damage inflicted on agents.

The parties agree that the terms, conditions and provisions of paragraph 18.3 shall survive the termination of this contract.

18.8 As required by Section 2252.001, Government Code, respondent agrees that any payment made under a contract resulting from this RFO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent or default payments, and delinquent child support, until the debt is paid in full. Respondent shall comply with rules adopted by TDCJ under Sections 403.055, 403.056 & 2252.020, Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

18.9 Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with non-profit local or State agency. If Section 669.003 applies, respondent will complete the following information required for the offer to be eligible:

Name of Texas Non-Profit: \_\_\_\_\_

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
REQUEST FOR OFFER TERMS AND CONDITIONS**

TERMS BELOW APPLY TO AND BECOME A PART OF OFFER  
ANY EXCEPTIONS THERE TO MUST BE IN WRITING

<p>Name of State Agency: _____ Date of Request for Offer from State Agency: _____ Position with Respondent: _____ Date of Employment with Respondent: _____</p>	<p>Any offer or proposal or response to which is approved in compliance with this RFO, evaluation is voided or any contract resulting from this RFO, may be null and void if not provided in the RFO. It is the policy of the Texas Administrative Code, Title 26, Part 2, Chapter 100, Subchapter D Rule 104.4.</p>	<p>offeror's and other financial obligations it will pay. In the event TDCJ determines it was not appropriated sufficient money TDCJ may terminate its contract without paying contractor any additional money or penalty, provided that TDCJ will pay the contractor for obligations that are not yet due at termination.</p>
<p>8.10 In accordance with Section 2155-1441, Government Code, respondent agrees to obligating the performance of a contract for services to the purchase products and materials included. Terms of contract are available at a site and time convenient to products and materials manufacturer(s).</p>	<p><b>21. Dispute Resolution:</b></p>	<p><b>24. Texas Public Information Act</b></p>
<p>8.11 Respondent represents and warrants the assignment to the respondent and the respondent's use of or appropriation of other funds under any contract resulting from this RFO are not prohibited by Section 59-005 or Section 56-005, Government Code, relating to the prohibition of using state funds for lobbying activities.</p>	<p>Any dispute arising under this Contract first shall be disposed of by mutual agreement between TDCJ and Contractor shall be resolved in accordance with "Procedures for Resolving Contract Claims and Disputes," Rule 105.21, Texas Administrative Code, Title 22, Section Chapter 155, Subsection 11.</p>	<p>Notwithstanding any provisions of this RFO to the contrary, respondent understands the TDCJ will comply with the Texas Public Information Act Chapter 20a, Government Code as interpreted by judicial opinion and opinions of the Attorney General of the State of Texas. Inherent in documentation and other material in connection with this solicitation or any meeting in this matter may be subject to public disclosure pursuant to the Texas Public Information Act. Without limitation, respondent will submit to TDCJ any and all documents, material directly or indirectly for information to which respondent has access as a result of a "business" partnership with a governmental entity. This RFO and any part of the solicitation or response thereto is a confidential or proprietary nature, must be closely and permanently maintained by the respondent.</p>
<p>8.12 Respondent represents and warrants that it is not the owner or potential beneficiary of interest in avoiding the requested items to TDCJ under the RFO and any use, by contract, of any and all funds respondent's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create in a prima facie case a conspiracy.</p>	<p>A. If authorities are adjudicated a breach of contract claim against the TDCJ under Chapter 14, Civil Practice and Remedies Code, Contractor, prior to filing suit, shall comply with the dispute resolution process in subsections (b) and (c) of Rule 113.1 "Dispute Resolution Process for Contract Claims and Disputes." However, references therein to Chapter 220 of the Business and Administrative Hearings shall be inapplicable. Contractor files suit under Chapter 14, Civil Practice and Remedies Code, after completion of the dispute resolution process.</p>	<p><b>25. Right to Audit</b></p>
<p>8.13 Respondent certifies that they are in compliance with Section 21-001 of the Government Code relating to employment of a governmental contractor employee. A former state legislator, officer of the TDCJ who during the period of state employment participated in or assisted the TDCJ in a procurement or executed negotiation involving a business entity may not accept or payment from that business entity before or during administration of the state or a Texas or employee's services or employment with the TDCJ as stated.</p>	<p>B. Neither the occurrence of an event that the tendency of a business entity to sue government contractor or of performance by the contractor, in whole or in part.</p>	<p>25.1 In addition to and in conjunction with the other audit provisions of this RFO, pursuant to Section 225-009, Texas Government Code, the state auditor may conduct an audit or investigation of the respondent or any other entity or person receiving funds from the state under a direct or indirect contract or indirectly a subcontract under this contract. The purpose of such audit by the respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract shall be except as to the accuracy of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with these funds. Under the direction of the legislative audit committee, the respondent or other entity that is a subject of an audit or investigation by the state auditor may provide the state auditor with access to any information the state auditor deems relevant to the investigation or audit. This RFO and any contract resulting from this RFO may be amended to comply with the provisions of Section 225-009, Texas Government Code. Respondent warrants and certifies that this clause concerning the authority to audit funds received by the respondent or through the respondent or the requirement to cooperate is included in any subcontract or task order.</p>
<p>8.14 If the respondent is required to make a certification pursuant to Texas Government Code, state or 22-009, the respondent certifies that the terms of compliance with Chapter 220 of the Texas Government Code relating to the prohibition of a state agency contracting with companies that are owned or controlled by the respondent or the family of the business entity named in subsection (a) of Chapter 220 of the Government Code are not met and acknowledges Chapter 220 of the Government Code is inapplicable.</p>	<p>C. This warranty shall not be construed to prohibit contractor from seeking any other legal or equitable remedy to which it is entitled.</p>	<p>25.2 In addition to and in conjunction with the other audit provisions of this RFO, pursuant to Section 225-009, Texas Government Code, the state auditor may conduct an audit or investigation of the respondent or any other entity or person receiving funds from the state under a direct or indirect contract or indirectly a subcontract under this contract. The purpose of such audit by the respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract shall be except as to the accuracy of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with these funds. Under the direction of the legislative audit committee, the respondent or other entity that is a subject of an audit or investigation by the state auditor may provide the state auditor with access to any information the state auditor deems relevant to the investigation or audit. This RFO and any contract resulting from this RFO may be amended to comply with the provisions of Section 225-009, Texas Government Code. Respondent warrants and certifies that this clause concerning the authority to audit funds received by the respondent or through the respondent or the requirement to cooperate is included in any subcontract or task order.</p>
<p>8.15 Respondent certifies that they are in compliance with Chapter 22-009 of the Government Code relating to the prohibition of a state agency contracting with a company that is owned or controlled by the respondent or the family of the business entity named in this article or Chapter 220 of the Government Code. Respondent certifies that the respondent certifies that the respondent certifies that this contract may be terminated and Amendment with this certification is inapplicable.</p>	<p><b>22. Availability of Funds for Next Fiscal Year</b></p>	<p>25.3 The parties agree that the terms, conditions and provisions of paragraph 25 shall survive the termination of the purchase order.</p>
<p><b>19. Note to Respondents:</b></p> <p>Any offer submitted in an attached or similar will not be considered unless specifically referred to on this offer form and may result in the award of a contract to a different offeror.</p>	<p>Funds are not necessarily available for performance of this contract in the current fiscal year for which the contract becomes effective. Funds for the current fiscal year begins September 1 and runs through August 31. TDCJ's obligation for performance of this contract beyond the fiscal year for which the contract becomes effective is subject to legislative approval and the availability of appropriated funds from which payment for contract services can be made. No legal liability on the part of TDCJ for any payment payable for performance under a contract, beyond the fiscal year for which the contract becomes effective until funds are made available to TDCJ for performance and until the contractor receives notice of availability. Refer to Rule 105.23 Paragraph 2. Termination for Unavailability of Funds. No TDCJ is to terminate this contract in the event of an appropriated insufficient funds.</p>	<p><b>26. Fraud, Waste or Abuse</b></p>
<p><b>20. Protest Procedures:</b></p>	<p><b>23. Termination for Unavailability of Funds</b></p>	<p>In compliance with Texas Government Code, Chapter 201, the State Auditor's Office (SAO) is authorized to investigate specific allegations of "improperly disbursed or misapplied" state funds. If there is a concern or cause to believe that funds were abused, as occurred in this agency, it can be referred to the SAO by calling 1-800-897-8348 or at the SAO's website at <a href="http://www.fraud.texas.gov">http://www.fraud.texas.gov</a>. It can also be reported to the TDCJ Office of the Inspector General at 1-866-072-8325, the TDCJ Civil Audit Division</p>

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1. 1-27-2025 4:57:00 PM - Crime Support at 1-800-452-3477

**27. Conflict of Interest**

Under Section 17.0100, Government Code, a TDCJ employee cannot have an interest, in primary or minor business with, or an interest in the purchase of goods or services by an agency of the state, or in any manner, including by rebate or gift, except an interest from a source to whom a contract may be awarded, directly or indirectly, anything of value or a present, obligation, or contract for value, reward or compensation, any indirect, who interacts with public purchases in any capacity is required to disclose the prohibited interest in Section 17.0102 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees and vendors who interact with public purchases in the conduct of state business, and with any business or business subjects by the Texas Ethics Commission. Entities who are interested in receiving business opportunities with the State must be notified of these restrictions when conducting with public purchases.

**28. Disclosure of Interested Parties**

In accordance with Texas Government Code 2232.001, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 49, Rules 461.463 and 463.464, makes a disclosure of interested parties in the governmental entity or state agency at the time the business opportunity is being discussed in the governmental entity or state agency.

The disclosure of interested parties must be submitted to the Commission in accordance with the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1-2025) and instructions may be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_for\\_m1205.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_for_m1205.htm).

**29. Force Majeure**

Neither Respondent nor TDCJ shall be liable to the other for any delay in, or failure of performance of, any equipment or other obligations or contractual obligations caused by force majeure. The existence of such a cause of delay or failure shall be established by proof of performance and that the cause of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, famine, or conspiration, or other causes that are beyond the control and without the control of either party and that by exercise of the force, that such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable care and diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of facts, within three (3) business days of the existence of such force majeure, or otherwise waive this right in a written notice.

**30. Independent Contractor**

Respondent's and the results of independent contractor relationship to the TDCJ. The TDCJ shall not be responsible for withholding funds. Cash payments made under are not to be received from this RFO. Respondent shall have no claim against the

TDCJ for violation of, risk loss, retirement benefits, social security, vacation, unemployment, death or disability benefit, unemployment insurance, health insurance, or other employee benefits.

**31. Rights to Data, Documents and Computer Software (State Ownership)**

Any software, designs, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Respondent in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Respondent upon completion, termination, or cancellation of the contract. Respondent may, in its own expense, keep copies of all its writings for its personal files. Respondent shall not use, sell, copy, allow, or cause to have such materials used for any purpose other than the performance of Respondent's obligations under this contract without the prior written consent of the State provided, however, that Respondent shall be allowed to use any confidential materials necessary to complete or pursue its work. The ownership rights described herein shall include but not be limited to the graphics, which, display, transfer, preserve derivative works, or otherwise use the works.